

DRAFT AGENDA

COMBINED REGULAR/SPECIAL
COUNCIL MEETING
TUESDAY, JUNE 21, 2016

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M. REGULAR MEETING

Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout

the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

6. **PROCLAMATIONS AND RECOGNITIONS**

7. **APPOINTMENTS**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body..., pursuant to A.R.S. §38-431.03(A)(1).

8. **LIQUOR LICENSE PUBLIC HEARINGS**

- A. **Consideration and Action on Liquor License Application:** Mark Wagner, "Mobil", 2484 E. Butler Ave., Series 09 (liquor store - all spirituous liquor), Person Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

- B. **Consideration and Action on Liquor License Application:** Paul Leung, "Golden Dragon", 2730 E. Lakin Dr., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

9. **CONSENT ITEMS**

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

- A. **Consideration and Approval of Payment/Contract Renewal:** Annual Computer Software Maintenance

RECOMMENDED ACTION:

Approve payment of annual software maintenance costs in a budgeted amount not to exceed \$647,473.84 pursuant to contracts with:

- Harris Enterprise (City Contract No. A2012-0619.1), draft invoice for \$140,072.63;
- SHI (reseller for Microsoft) (Arizona Procurement Office Contract No. ADSPO11-007500), draft invoice for \$151,500.14;
- SirsiDynix (Library) (City Contract No. A2000-1023.1, as amended 10/23/2000), draft invoice for \$83,404.61;
- Intergraph Corp. (Public Safety) for \$204,947.48 plus any applicable taxes, and approve its contract renewal;
- ESRI (GIS), (City Contract No. _____), for a 3 year term. annual cost of \$54,475.50 (Quotation # 2048724);
- Sungard H.T.E. for \$13,073.48 (Contract numbers: 2000706, 200050238, 20060930, 20060266).

B. Consideration and Approval of Contract: Temporary Personnel Services.

RECOMMENDED ACTION:

- 1) Approve the proposals for the following temporary personnel agencies at the hourly rates outlined in the attached cost summary and authorize the City Manager to execute the Agreement on behalf of the City:
- a) Performance Staffing
 - b) 22nd Century Technologies
 - c) Abacus Service Corp
 - d) Hotfoot Recruiters

C. Consideration and Approval of Contract: Approval for the renewal of the Intergovernmental Agreement between the City of Flagstaff and the Blue Ridge Fire District for dispatch services.

RECOMMENDED ACTION:

Approve this Intergovernmental Agreement between the City of Flagstaff and the Blue Ridge Fire District for dispatch services.

D. Consideration and Approval of Grant Application to the U.S Department of Justice, FY 2016 Edward Byrne Memorial Justice Assistance Grant in the amount of \$22,799.00.

RECOMMENDED ACTION:

Approve the submission of a Grant Application and authorized acceptance upon award for the U. S Department of Justice, FY 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) for an amount of \$22,799.

E. Consideration and Approval of Grant Application: Intergovernmental Agreement (IGA) between the City of Flagstaff and Coconino County for submission of a grant application and approval upon award to the U.S. Department of Justice, FY 2016 Edward Byrne Memorial Justice Assistance (JAG) Grant.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement with Coconino County for the FY 2016 Edward Byrne Memorial Justice Assistance Grant in an amount of \$6,840 for the Coconino County Sheriff's Office to utilize for the purchase of an electronic recording system for use in criminal investigations.

10. ROUTINE ITEMS

- A. Consideration and Approval:** Utility Accounts and Miscellaneous Account Receivable Write-offs: Delinquency and Uncollectable Accounts for Fiscal Year 2016.

RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectable utility accounts and miscellaneous account receivables in the amount of \$97,656.53.

- B. Consideration and Approval of Contract:** Animal Shelter Services

RECOMMENDED ACTION:

Approve the Contract with the Coconino Humane Association to provide animal shelter services for the City of Flagstaff for an annual fee of \$250,000 for the initial term of three (3) years with the possibility of four (4) one year extensions upon mutual written agreement.

- C. Consideration and Approval of Intergovernmental Agreement:** Transit Service Intergovernmental Agreement between the City of Flagstaff and the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA).

RECOMMENDED ACTION:

Approve the Transit Service Intergovernmental Agreement between the City of Flagstaff and Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to provide public transportation services within the City.

- D. Recognition of Team Flagstaff Graduates**

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

11. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

12. PUBLIC PARTICIPATION

13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA

14. PUBLIC HEARING ITEMS

- A. Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-13 and Ordinance No. 2016-22:** Public hearing to consider proposed amendments to Flagstaff Zoning Code, by adoption of Resolution No. 2016-13, declaring the "2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100, Sign Standards and Other Related Divisions" a public record, and adoption of Ordinance No. 2016-22 adopting amendments to Chapter 10-50 (Supplemental to Zones), Division 10-50.100 (Sign Standards), and other related amendments in Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions) and Chapter 10-90 (Maps); and adoption of Ordinance No. 2016-22, adopting amendments to Flagstaff Zoning Code Chapter 10-50 (Supplemental to Zones), Division 10-50.100 (Sign Standards), and other related amendments in Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions) and Chapter 10-90 (Maps), by reference. **(Zoning Code Amendments - Sign Standards)**

RECOMMENDED ACTION:

- 1) Adopt Resolution No. 2016-13.
- 2) Read Ordinance No. 2016-22 by title only for the final time
- 3) City Clerk reads Ordinance No. 2016-22 by title only (if approved above)
- 4) Adopt Ordinance No. 2016-22

- B. **Public Hearing:** Proposed FY 2016 – 2017 Budget and Property Tax Levy.

RECOMMENDED ACTION:

- 1) Hold Public Hearing
- 2) Recess Regular Meeting and convene a Special Meeting

SPECIAL MEETING

Consideration and Adoption of Resolution No. 2016-24: A resolution of the City Council of Flagstaff, Arizona, for the adoption of the Budget for Fiscal Year 2016-17 and Public Hearing for Budget and Levy.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2016-24 by title only
- 2) City Clerk reads Resolution No. 2016-24 by title only (if approved above)
- 3) Adopt Resolution No. 2016-24
- 4) Adjourn Special Meeting and reconvene Regular Meeting

REGULAR MEETING

15. **REGULAR AGENDA**

- A. **Consideration and Adoption of Ordinance No. 2016-27:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2017.
(Property Tax Levy for FY 16-17)

RECOMMENDED ACTION:

Meeting of June 21, 2016

- 1) Read Ordinance No. 2016-27 by title only for the first time
- 2) City Clerk reads Ordinance No. 2016-27 by title only (if approved above)

Meeting of July 5, 2016

- 3) Read Ordinance No. 2016-27 by title only for the final time
- 4) City Clerk reads Ordinance No. 2016-27 by title only (if approved above)
- 5) Adopt Ordinance No. 2016-27

- B. **Placeholder:** Potential Action to be Taken by Council Regarding the Mogollon Property After Discussion Takes Place at the June 14, 2016, Work Session.

16. **DISCUSSION ITEMS**

17. **FUTURE AGENDA ITEM REQUESTS**

After discussion and upon agreement by a majority of all members of the Council, an item will be moved to a regularly-scheduled Council meeting.

- A. **Future Agenda Item Request (F.A.I.R.):** A request by Vice Mayor Barotz to place on a future agenda a discussion on various options that may be available to assist property owners with claims filed with the City that have been denied.

18. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**

19. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____ , at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2016.

Elizabeth A. Burke, MMC, City Clerk

8. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 06/08/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Action on Liquor License Application: Mark Wagner, "Mobil", 2484 E. Butler Ave., Series 09 (liquor store - all spirituous liquor), Person Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 (Liquor Store - all spirituous liquor) licenses are obtained through the person transfer of an existing license from another person and allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Mobil is currently operating with a Series 9 liquor license; the person transfer is required because of the recent sale of the business. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

Attachments: [Mobil - Letter to Applicant](#)
[Hearing Procedures](#)
[Series 9 Description](#)
[Mobil - PD Memo](#)
[Mobil - Code Memo](#)
[Mobil - Tax Memo](#)

OFFICE OF THE CITY CLERK

June 8, 2016

Mobil
Attn: Mark Wagner
2295 E. Butler Ave
Flagstaff, AZ 86004

Dear Mr. Wagner:

Your application for a Person Transfer Series 9 liquor license for Mobil at 2484 E. Butler Ave., was posted on June 1, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 21, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on June 21, 2016 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will accept a motion to open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. By motion, Council will then close the public hearing.
8. By motion, the Council will then vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

License Types: Series 09 Liquor Store License (All spirituous liquors)

Transferable (From person to person and/or location to location within the same county only)

Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

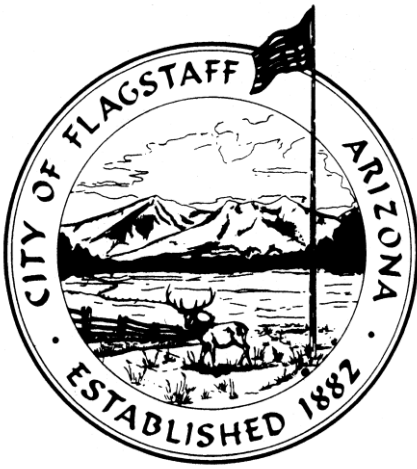
ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928) 213-3372

TDD 1-800-842-4681



Chief of Police
Kevin D. Treadway

Memo 16-056-01

MEMORANDUM

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright #704

DATE: June 3, 2016

SUBJ: Series 9 liquor license person to person transfer for Mobil

On June 3, 2016, I initiated an investigation into an application for a series 09 (liquor store) person to person transfer. The application was filed by Agent/Controlling Person, Mark Wagner and Controlling Person Beverly Ann Wagner. The store is located at 2484 E. Butler Ave in Flagstaff. This is an application to transfer the existing license 09033031 from the name of the previous owner (Lynn Shulman) to the current business owner and license applicants Mark and Beverly Wagner.

A query through local systems and public access on Mark and Beverly Wagner showed no derogatory records. The business is located more than 300 feet from any church or school. Mark stated he has no pending or past liquor law violations and his current licenses for his other business are all in good standing. Mark advised they would be selling 40 oz. malt liquor. Mark advised small shooters would also be sold but displayed for sale behind the counter to detour thefts.

Mark and Beverly currently own multiple liquor licenses in Flagstaff. No fines or violations could be located on any of the liquor licenses.

As a result of this investigation, I can find no reason to oppose this series 09 liquor license person to person transfer. Recommendation to Council would be for approval.



Planning and Development Services Memorandum

June 3, 2016

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Reggie Eccleston, Code Compliance Officer

RE: Application for Liquor License #09030031
2484 E. Butler Avenue. Flagstaff, Arizona 86004
Assessor's Parcel Number 106-04-011
Mark Wagner on behalf of Mobil

This application is a request for a transfer, Series 9, Liquor Store, liquor license, by Mark Wagner, Flagstaff Butler LLC on behalf of Mobil. This liquor store is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.

Memo

To: Stacy Saltzberg, Deputy City Clerk
From: Sandy Corder, Interim Revenue Director
Date: May 31, 2016
Re: Series 09 Liquor License – Butler Mobil

I have reviewed our records for Flagstaff Butler Chevron, LLC, dba Butler Mobil, and have no objection to approval of this item.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 06/08/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Action on Liquor License Application: Paul Leung, "Golden Dragon", 2730 E. Lakin Dr., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is July 18, 2016.

Community Benefits and Considerations:

This business will contribute to the tax base of the community.

Community Involvement:

The application was properly posted on June 1, 2016. No written protests have been received to date.

Attachments: [Golden Dragon - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [Golden Dragon - PD Memo](#)
 [Golden Dragon - Code Memo](#)
 [Golden Dragon - Tax Memo](#)

OFFICE OF THE CITY CLERK

June 8, 2016

Golden Dragon
Attn: Paul Leung
2730 E. Lakin Dr.
Flagstaff, AZ 86004

Dear Mr. Leung:

Your application for a new Series 12 liquor license for Golden Dragon at 2730 E. Lakin Dr., was posted on June 1, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 21, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on June 21, 2016 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

MEMORANDUM

Memo # 16-057-01

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright

DATE: June 3, 2016

RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “Golden Dragon”

On June 3, 2016, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Paul Leung (Agent/Controlling person) and Degui Dong (Controlling Person). Golden Dragan is located at 2730 E. Lakin Drive in Flagstaff. This is an application for the new series 12 license #12033402. These applicants have recently purchased the restaurant and kept the name. It is required by the Arizona Department of Liquor they get a new series 12 license to accurately show the correct owners on the license.

I conducted a query through local systems and public access on Paul Leung and Degui Dong and nothing negative was found. I spoke with Paul at his restaurant. Paul said he and the other applicant would be responsible for the day to day operation of the business. Paul confirmed they are currently operating with an interim liquor license and understood his obligations that the series 12 license requires. Paul Leung and Degui Dong have attended the mandatory liquor law training course and provided proof. No liquor law violations could be located for Paul Leung and Degui Dong.

As a result of this investigation, I can find no reason to oppose this series 12 liquor license application. Recommendation to Council would be for approval.




Planning and Development Services Memorandum


June 3, 2016

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Reggie Eccleston, Code Compliance Officer 

RE: Application for Liquor License #12033402
2730 E. Lakin Drive. Flagstaff, Arizona 86004
Assessor's Parcel Number 108-10-074D
Paul Leung on behalf of Golden Dragon



This application is a request for a new, Series 12 Restaurant liquor license, by Paul Leung on behalf of Golden Dragon. This restaurant is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.

Liquor License Memo

To: Stacy Saltzberg, Deputy City Clerk
From: Sandy Corder, Interim Revenue Director
Date: May 31, 2016
Re: Series 12 Liquor License – Golden Dragon

I have reviewed the records for Dubai, LLC, dba Golden Dragon and I have no objection to approval of this liquor license.

9. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Ladd Vagen, Information Technology Director
Co-Submitter: Damian Gallegos
Date: 05/03/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Approval of Payment/Contract Renewal: Annual Computer Software Maintenance

RECOMMENDED ACTION:

Approve payment of annual software maintenance costs in a budgeted amount not to exceed \$647,473.84 pursuant to contracts with:

- Harris Enterprise (City Contract No. A2012-0619.1), draft invoice for \$140,072.63;
- SHI (reseller for Microsoft) (Arizona Procurement Office Contract No. ADSP011-007500), draft invoice for \$151,500.14;
- SirsiDynix (Library) (City Contract No. A2000-1023.1, as amended 10/23/2000), draft invoice for \$83,404.61;
- Intergraph Corp. (Public Safety) for \$204,947.48 plus any applicable taxes, and approve its contract renewal;
- ESRI (GIS), (City Contract No. _____), for a 3 year term. annual cost of \$54,475.50 (Quotation # 2048724);
- Sungard H.T.E. for \$13,073.48 (Contract numbers: 2000706, 200050238, 20060930, 20060266).

Executive Summary:

Policy Decision or Reason for Action:

- Annual Payments are issued to provide ongoing software licensing support and maintenance as necessary.
- The attached schedule outlines the anticipated expenditures for fiscal year 2017.
- Actual costs may vary from attached draft invoices and therefore approval is sought for "amount not to exceed."

Decision Points:

- Annual purchase orders pursuant to contracts provide for the means to conduct day-to-day activities of the City without delay.

Financial Impact:

Purchases are budgeted in the department divisions software maintenance. The overall cost for FY17 is expected to increase by approximately \$29,500.00 due to increases in the CPI and expanded contracts. ERP Financial applications cost increased by an approximate 0.15% for Sungard maintenance on our legacy system.

ESRI Maintenance has increased due to the city entering into an Enterprise Agreement contract with ESRI for increased licensing and product availability.

The Microsoft ERO agreement has increased in order to cover the city's increased user base, and to migrate the city to Office 365.

PD Maintenance shows a total decrease due to an incorrect tax amount charged last fiscal year and an item having been eliminated from maintenance.

The library's SIRSI maintenance increase by a modest .01%

Connection to Council Goal and/or Regional Plan:**COUNCIL GOALS:**

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

Has There Been Previous Council Decision on This:

Yes.

Options and Alternatives:

- 1) Approve the recommended action as submitted;
- 2) Present to Council the software maintenance support services exceeding the bid threshold on an individual basis.

Background/History:

For the past seven years, IT and Purchasing have presented a comprehensive master list outlining most computer software maintenance and support services. City staff's recommendation is to receive payment authorization as one action item at the onset of the fiscal year. During the current fiscal year we have expended approximately \$618,060.38 to the various vendors as outlined in the attached schedule.

City has existing contracts with all vendors. Intergraph requires a new contract on an annual basis, with its current terms (attached).

Esri (GIS) is proposing a new contract for a 3 year term, at \$50,000/year plus additional sales tax (attached)

Key Considerations:

Software maintenance and support services are being acquired from designated vendors from whom we purchased the computer software.

Expanded Financial Considerations:

Ongoing maintenance and support services assure the City the latest products enhancements and technical support that is critical in support of the City's computer infrastructure.

Community Benefits and Considerations:

None.

Community Involvement:

Inform.

Expanded Options and Alternatives:

Attachments: Software Maintenance Summary

Harris ERP

Sungard H.T.E.

ERSI 3 year quote

ESRI signature page

Microsoft EA

Intergraph - Public Safety

Intergraph Signature Page

Sirsi - Library

Exhibit A

City of Flagstaff

Dept / Division	FY15 Actual	FY16 Estimated	FY17 Budget
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DoIT Maintenance

ERP - Financial Applications	\$ 151,000.00	\$ 151,000.00	\$ 153,146.11
ESRI ERP - GIS Maintenance	\$ 36,000.00	\$ 36,000.00	\$ 54,475.50
SHI Software-Microsoft ERP	\$ 135,000.00	\$ 140,000.00	\$ 151,500.14
DoIT Maintenance Total	\$ 322,000.00	\$ 327,000.00	\$ 359,121.75

PD - IT Maintenance

Intergraph Public Safety Inc.	\$ 196,428.08	\$ 210,085.00	\$ 204,947.48
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Library - IT Maintenance

SIRSI - Online Library Catalog	\$ 77,352.44	\$ 82,699.00	\$ 83,404.61
Library Maintenance Total:	\$ 77,352.44	\$ 80,975.38	\$ 83,404.61

Total all	\$ 595,780.52	\$ 618,060.38	\$ 647,473.84
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520 Zang St
Suite 200, Broomfield, CO, 80021
Phone: (303)-226-0050
Fax: (303)-339-0413

424 South Woods Mill Rd.
Suite 310, Chesterfield, MO, 63017
Phone: (800) 383-6029
Fax: (314) 275-8776

PROPRIETARY AND CONFIDENTIAL
Quote

Customer: Flagstaff, City of, AZ
Contact Name: Ladd Vagen

Quote #: ERP765
Suite: Innoprise

Subject: Annual Maintenance & Support Renewal

Description:

Maintenance & Support for the Innoprise software for the period 8/1/2016 – 7/31/2017.

Total Price : \$140,072.63

Additional Terms:

Prepared by: David Cole Accepted by: _____ Project: _____	Prepared On: 5/4/2016 Approval Date: _____ Work Order #: _____ P.O.#: _____
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Code	Customer	Contract #	Application	Qty	10/1/15-9/30/16	Annual	Monthly
						10/1/16-9/30/17	10/1/16-9/30/17
1460LG	City of Flagstaff	2000706	Retrofit Modification Option	12	\$ 1,379.52	\$ 1,420.91	\$ 118.41
1460LG	City of Flagstaff	20050238	NAVI-Payroll/Personnel	1	\$ 9,085.32	\$ 9,357.88	\$ 779.82
1460LG	City of Flagstaff	20050238	QRep Catalogs for PRJ	1	\$ 394.80	\$ 406.64	\$ 33.89
1460LG	City of Flagstaff	20060930	QRep Administrator	1	\$ 403.80	\$ 415.91	\$ 34.66
Total					\$ 11,263.44	\$ 11,601.34	\$ 966.78

Code	Customer	Contract #	Application	Qty	8/1/15-7/31/16	8/1/16-7/31/17
1460LG	City of Flagstaff	20060266	Click2Gov Core Module	1	\$ 1,429.26	\$ 1,472.14
Total					\$ 1,429.26	\$ 1,472.14

5/11/16 Prepared by JB
5/11/16 Sent to Ladd Vagen

\$ 13,073.48

NOTES:

A 3% increase has been applied
to support for 2016
Sales Tax is applicable.



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 05/04/2016 To: 08/02/2016*

Quotation # 20487240

Date: May 4, 2016

Customer # 348 Contract #

City of Flagstaff
GIS
211 W Aspen Ave
Flagstaff, AZ 86001-5359

ATTENTION: Ladd Vagen
PHONE: (928) 213-2801
FAX: (928) 779-7696

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 1	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 2	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - 3	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	13,426.50
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$163,426.50

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jacqueline Scott

Email: jacqueline_scott@esri.com

Phone: (909) 793-2853 x1650

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



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380 New York Street
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GIS
211 W Aspen Ave
Flagstaff, AZ 86001-5359

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PHONE: (928) 213-2801
FAX: (928) 779-7696

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jacqueline Scott

Email: jacqueline_scott@esri.com

Phone: (909) 793-2853 x1650

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

**Esri Use Only:**

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions**

ArcGIS for Desktop Advanced

ArcGIS for Desktop Standard

ArcGIS for Desktop Basic

ArcGIS for Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager for Desktop,
ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced,
Standard, and Basic)

ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS
Network Analyst, ArcGIS Schematics, ArcGIS Workflow
Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard

ArcGIS Runtime Standard Extensions: ArcGIS 3D
Analyst, ArcGIS Spatial Analyst, ArcGIS Network
Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer
Network (EDN) Standard*

One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use
License

One (1) ArcGIS Online Subscription

One (1) Portal for ArcGIS Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 4
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	Level 4
Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	10,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

Term of Agreement: 3 years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

SMALL ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY (E214-3)

Additional Signature Page

LICENSEE (CONT'D)

Attest by:

City Clerk

Approved as to form by:

City Attorney's Office

LICENSOR

Accepted and Agreed:

Environmental Systems Research Institute, Inc. ("Esri")

By: _____

Authorized Signature

Printed name: _____

Title: _____

Date: _____

Attachments:

Esri Quotation dated May 4, 2016



Pricing Proposal
Quotation #: 10671248
Reference #: 7630784
Created On: 11/25/2015
Valid Until: 11/30/2015

CITY OF FLAGSTAFF - IT

CJ Perry

211 W. Aspen Ave
Flagstaff, AZ
United States
Phone: (928) 213-2821
Fax:
Email: CPerry@flagstaffaz.gov

Inside Sales Account Manager

Nirav Patel

290 Davidson Avenue
Somerset, NJ 08873
United States
Phone: 732-564-8383
Fax: 1-866-941-6845
Email: Nirav_Patel@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Windows Enterprise - Software Assurance Only Microsoft - Part#: CW2-00307 Coverage Term: 11/1/2015 – 10/31/2016 Note: Annual Payment	562	\$31.00	\$17,422.00
2 Office Pro Plus - Software Assurance Only Microsoft - Part#: 269-12442 Coverage Term: 11/1/2015 – 10/31/2016 Note: Annual Payment	562	\$85.00	\$47,770.00
3 Enterprise User CAL w/ Services - Software Assurance Only Microsoft - Part#: 76A-00016 Coverage Term: 11/1/2015 – 10/31/2016 Note: Annual Payment	572	\$88.00	\$50,336.00
4 SQL Server Standard 2 Core - Software Assurance Only Microsoft - Part#: 7NQ-00292 Coverage Term: 11/1/2015 – 10/31/2016 Note: Annual Payment	6	\$585.00	\$3,510.00
5 SQL Server Standard 2 Core - License & Software Assurance Microsoft - Part#: 7NQ-00302 Coverage Term: 11/1/2015 – 10/31/2016 Note: Annual Payment	4	\$1,365.00	\$5,460.00
6 System Center Standard 2 Processor - Software Assurance Only Microsoft - Part#: T9L-00223 Coverage Term: 11/1/2015 – 10/31/2016 Note: Annual Payment	2	\$144.00	\$288.00
7 System Center Datcenter 2 Processor - Software Assurance Only Microsoft - Part#: T6L-00238 Coverage Term: 11/1/2015 – 10/31/2016 Note: Annual Payment	1	\$393.00	\$393.00

8	Windows Server Standard 2 Processor - Software Assurance Only Microsoft - Part#: P73-05898 Coverage Term: 11/1/2015 – 10/31/2016 Note: Annual Payment	7	\$144.00	\$1,008.00
9	Windows Server DataCenter 2 Processor Step Up from Windows Server Standard Microsoft - Part#: P71-07281 Coverage Term: 11/1/2015 – 10/31/2016 Note: Annual Payment	1	\$2,008.00	\$2,008.00
10	Azure Monetary Commit ShrdSvr ALNG Subscription Microsoft - Part#: 6QK-00001 Coverage Term: 11/1/2015 – 10/31/2016 Note: Annual Payment	1	\$1,212.00	\$1,212.00
11	Off365PE3 ShrdSvr ALNG SubsVL MVL AddOn touserECAL w/OPP Microsoft - Part#: AAA-10730 Coverage Term: 12/1/2015 – 10/31/2016 Note: Annual Payment	547	\$22.00	\$12,034.00
12	O365PE3w/oProPlus ShrdSvr ALNG SubsVL MVL AddOn touserECAL Microsoft - Part#: 6V5-00002 Coverage Term: 12/1/2015 – 10/31/2016 Note: Annual Payment	10	\$56.10	\$561.00

Subtotal	\$142,002.00
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*Tax	\$9,798.14
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Total	\$151,800.14
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*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

State of Arizona Contract: ADSP011-007500

Please include the following statement on your order if applicable:

"All products purchased on this order are to be distributed via electronic download only. No tangible media or documentation is to be shipped in association with this order. Access to the products purchased on this order is in no way dependent upon any tangible media that may have been previously received prior to, or separately from this order."

If the following statement is not on your PO, sales tax will be applied accordingly.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



March 2, 2016

Flagstaff AZ City Of
ATTN: Jennifer Brown
Police Department
911 East Sawmill Road
Flagstaff, AZ 86001
USA

Reference: [Previous Maintenance Contract #1-B4IDB1 and Renewal Quote #1-K17AXR]

Performance period begin date: 07/01/2016

Performance period end date: 06/30/2017

Dear Ms Brown:

Thank you for being a customer of Intergraph Corporation, now doing business in certain markets as Hexagon Safety & Infrastructure ("Hexagon"). Please note that Intergraph Corporation's alias, or trade name, does not reflect any change of legal corporate entity, applicable tax identification number, or similar formality.

Our records indicate that your maintenance service contract will expire soon, so ensure that you are able to continue using your Intergraph products to their fullest potential and renew your maintenance today. The renewal performance period is shown above.

The total contract value for this renewal period is **\$204,947.48**, excluding tax, and can be seen in detail on the attached cover sheet. Applicable Maintenance Terms and Conditions are included with this quotation for your convenient reference.

If the attached quotation requires no revisions, simply sign and email to Hexagon the enclosed quotation summary sheet, along with your purchase order and tax exempt certificate, as applicable. If you do require changes to the attached quotation, in order to expedite your service contract and ensure uninterrupted coverage, send via e-mail any required revisions to us at least thirty days prior to the performance period begin date shown above, and we will then issue to you a revised quotation. **Please note that if we do not receive your maintenance renewal prior to the performance period begin date, in addition to any reinstatement fees that may be charged as described below, maintenance services for the new coverage period will be terminated or suspended by Hexagon, including your ability to access system support or the knowledge base, or the ability to log or check support requests. Therefore it is important that you do not delay in renewing your maintenance service contract.** If however, you should decide to decline maintenance services at this time, please notify us at your earliest convenience so that we may update our records.

We want to bring to your attention the following policies that apply to Hexagon maintenance services:

Reinstatement Fee for Lapse in Hexagon Maintenance Coverage. Hexagon charges a 25% reinstatement fee when maintenance coverage lapses because a renewal is not received by the performance period begin date. The reinstatement fee will be calculated and assessed for each month in which there has been a lapse in coverage. The details of this fee may be found in Section 4.1 of the Terms and Conditions. To ensure that you are not assessed a reinstatement fee, please return your renewal instructions before the performance period begin date.

Reinstatement Fee for Lapse in Oracle Maintenance Coverage. Oracle Corporation charges Hexagon a 150% reinstatement fee for all Oracle products when maintenance coverage lapses because renewal instructions are not received by the performance period begin date. The Oracle reinstatement fee is calculated and assessed for each month in which there has been a lapse in coverage. Therefore, in addition to Hexagon's 25% reinstatement fee, if

your renewal for Oracle license maintenance is not received by the performance period begin date, Hexagon will pass along to you all reinstatement charges assessed by Oracle to Hexagon because of your late renewal, and you will be responsible for all such charges.

License Re-purchase for Lapse in Microsoft SQL Server and BizTalk Maintenance Coverage. There is no allowance under Hexagon's agreement with Microsoft for reinstating maintenance that has lapsed on Microsoft SQL Server and BizTalk licenses obtained from Hexagon and for which Hexagon provides maintenance and support. Microsoft only allows Hexagon to provide maintenance (including upgrades of the Microsoft products) to you if you provide renewal instructions prior to the performance period begin date shown in the attached quote and without any lapse in coverage. Any maintenance renewal received on or after the performance period begin date is considered to be a lapse in coverage and will not be accepted by Hexagon. Therefore, if your renewal for the Microsoft license maintenance is not received by Hexagon by the performance period begin date, when you wish to upgrade to a new version of SQL Server and/or BizTalk, you shall be required to re-purchase the licenses for the Microsoft products at the then current list price of those products, plus one year of maintenance coverage from the date of re-purchase. You will not be eligible to obtain support services from Hexagon during any lapse in maintenance coverage for SQL Server and/or BizTalk.

Business Intelligence Maintenance Begins with License Purchase; Maintenance Renewals Must be Received Before Current Maintenance Term Expires. Due to constraints related to third party content in the Business Intelligence suite, the maintenance term must begin when Business Intelligence licenses are purchased. The maintenance must renew, if elected, on the anniversary of the license purchase; therefore, your renewal instructions must be received prior to the performance period begin date shown in the attached quote and without any lapse in coverage. Any maintenance renewal received on or after the performance period begin date is considered to be a lapse in coverage and will not be accepted by Hexagon. Therefore, if your renewal for the Business Intelligence license maintenance is not received by Hexagon by the performance period begin date, when you wish to upgrade to a new version of Business Intelligence, you shall be required to purchase an upgrade of the Business Intelligence products at a price that is fifty percent (50%) of the then current list price, plus one year of maintenance coverage from the date of the upgrade purchase. You will not be eligible to obtain support services from Hexagon during any lapse in maintenance coverage for the Business Intelligence products.

Charges are Payable Annually and In Advance. Hexagon's payment terms are annual, in advance, for maintenance service contracts. If you wish to instead pay quarterly in advance, please request a revised quotation. A convenience fee of 15% will be added to contracts with quarterly payment schedules instead of annual. The convenience fee will be prorated across the four quarterly invoices.

Thank you again for your interest in Intergraph products and services. We look forward to hearing from you soon. If you have questions concerning this quotation, please feel free to call me at 256-730-2389.

Sincerely,

Trey Sampson

Trey Sampson

Maintenance Contract Administrator

Intergraph Corporation, Inc.

Hexagon Safety and Infrastructure

305 Intergraph Way

Huntsville, AL 35758

trey.sampson@HexagonSI.com

FAX: (256) 730-1164

Enclosure: as stated

MAINTENANCE QUOTATION SUMMARY



Agreement: 1-K17AXR

Performance Period: 07/01/2016 through 06/30/2017

Payment Type: Prepaid Annually

Currency: USD

Bill To:

Flagstaff AZ City Of
ATTN: Accounts Payable
City Hall
211 West Aspen Avenue
Flagstaff, AZ 86001
USA

Ship To:

Flagstaff AZ City Of
ATTN: Jennifer Brown
Police Department
911 East Sawmill Road
Flagstaff, AZ 86001
USA

Quotation Summary:

SW Maint	\$204,447.48
Services	\$500.00
Total Services Cost*	\$204,947.48

*** Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.**

The maintenance services quoted herein are subject to the attached Hexagon Safety & Infrastructure Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Hexagon Safety and Infrastructure. This quotation expires ninety (90) days from the date of issue by Hexagon Safety and Infrastructure.

THIS IS NOT AN INVOICE

Offered by: Intergraph Corporation

Signature: *Trey Sampson*

Name: Contract Administrator
Maintenance Contract Administrator

Date: 03/02/2016

Email: Trey.sampson@hexagonsi.com

Telephone: 256-730-2389

Fax: 256-730-5641

Accepted by:

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

Telephone: _____

Fax: _____

Please mark one of the following options when submitting your acceptance:



A Purchase Order will not be issued.
Customer signature above constitutes notice to proceed with this agreement.



A Purchase Order will be issued and shall reference the terms and conditions of above referenced quote.

MAINTENANCE QUOTATION DETAIL



Flagstaff AZ City Of

Account Nbr: MDC-1320

Quote: 1-K17AXR-Flagstaff AZ City Of SW 2016-2017

PO#: TBD

Performance Period: 07/01/2016 through 06/30/2017

Currency: USD

Bill To:

Flagstaff AZ City Of
ATTN: Accounts Payable
City Hall
211 West Aspen Avenue
Flagstaff, AZ 86001
USA

Ship To:

Flagstaff AZ City Of
ATTN: Jennifer Brown
Police Department
911 East Sawmill Road
Flagstaff, AZ 86001
USA

Site Number: 00098398

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
2	IPS0002	I/Dispatcher NL	MME-1-XRNQ	07/01/2016	06/30/2017	Premium	12	12	\$325.00	\$46,800.00
3	IPS0002TRN	I/Dispatcher NL - Training License	MME-1-AIPAR	07/01/2016	06/30/2017	Premium	12	1	\$325.00	\$3,900.00
4	IPS0004	I/Informer NL	MME-1-XXGW	07/01/2016	06/30/2017	Premium	12	2	\$435.00	\$10,440.00
5	IPS0004A	I/Informer to I/LEADS NL	1-288980758	07/01/2016	06/30/2017	Premium	12	1	\$0.00	\$0.00
6	IPS0007	I/Executive 2 NL	MME-1-XXH0	07/01/2016	06/30/2017	Premium	12	1	\$526.00	\$6,312.00
7	IPS0009	I/Mobile Data Terminal NL	MME-1-9P9BA	07/01/2016	06/30/2017	Premium	12	1	\$869.00	\$10,428.00
8	IPS0012	I/Page NL	MME-1-XXH2	07/01/2016	06/30/2017	Premium	12	1	\$394.00	\$4,728.00
9	IPS0015	I/Tracker NL	MME-1-9P9F2	07/01/2016	06/30/2017	Premium	12	1	\$491.00	\$5,892.00
10	IPS0019	I/LEADS-Server NL	MME-1-XXH4	07/01/2016	06/30/2017	Premium	12	1	\$413.00	\$4,956.00
11	IPS0020	I/LEADS-Records Management System CC - Desktop Client	MME-1-XXH6	07/01/2016	06/30/2017	Premium	12	60	\$31.00	\$22,320.00
12	IPS0024	I/LEADS-Civil Process System CC	MME-1-XXJY	07/01/2016	06/30/2017	Premium	12	1	\$188.00	\$2,256.00
13	IPS0026	I/LEADS-Jail Management System - Client CC	MME-1-XXK0	07/01/2016	06/30/2017	Premium	12	20	\$21.00	\$5,040.00
14	IPS0030	I/LEADS-CAD Link NL	MME-1-XXL4	07/01/2016	06/30/2017	Premium	12	1	\$0.00	\$0.00
15	IPS0038	I/Mobile CC	MME-1-9P9BI	07/01/2016	06/30/2017	Premium	12	27	\$23.00	\$7,452.00
16	IPS0042A	I/NetViewer - 15 users	MME-1-XXLI	07/01/2016	06/30/2017	Premium	12	1	\$491.00	\$5,892.00
17	IPS0048	I/FRMS-CADlink NL	MME-1-88551	07/01/2016	06/30/2017	Premium	12	1	\$198.00	\$2,376.00
18	IPS1163-M	I/Map Editor CC for Ingr GM Pro and CAD Users	17HURF900098398	07/01/2016	06/30/2017	Premium	12	1	\$78.00	\$936.00
19	IPSCUSTOM12	E-Citation SW Interface	1-268633407	07/01/2016	06/30/2017	Premium	12	1	\$531.30	\$6,375.60
20	IPSF520AA-1002A	Oracle Standard Ed.-Application Sp	ORA-11059	07/01/2016	06/30/2017	Premium	12	96	\$10.00	\$11,520.00
24	IPS0082-M	Map Admin Utility NL for I/Map & I/Executive Users		07/01/2016	06/30/2017	Premium	12	1	\$184.00	\$2,208.00
26	GSPX5007	GeoMedia Professional CC	18QADXD00098398	07/01/2016	06/30/2017	Premium	12	1	\$214.00	\$2,568.00
36	IPSF584AA-A	Oracle Std Ed - App Specific-NU	MME-1-68TZOS	07/01/2016	06/30/2017	Premium	12	120	\$10.00	\$14,400.00
37	IPS0001	I/Executive NL	MME-1-XRNO	07/01/2016	06/30/2017	Premium	12	1	\$738.00	\$8,856.00

Subtotal for Site Number 00098398

\$185,655.60

MAINTENANCE QUOTATION DETAIL



Flagstaff AZ City Of

Account Nbr: MDC-1320

Quote: 1-K17AXR-Flagstaff AZ City Of SW 2016-2017

PO#: TBD

Performance Period: 07/01/2016 through 06/30/2017

Currency: USD

Site Number: 50000554

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
22	IPS0002	I/Dispatcher NL	MME-1-9VZXH	07/01/2016	06/30/2017	Premium	12	2	\$325.00	\$7,800.00
Subtotal for Site Number 50000554										\$7,800.00

Site Number: 50001020

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
27	IPSCUSTOM11	I/LEADS upgrade Livescan Interface	MME-1-63RLDV	07/01/2016	06/30/2017	Premium	12	1	\$85.99	\$1,031.88
31	IPSCUSTOM10	I/LEADS RMS Custom Services for DPS Mugshot		07/01/2016	06/30/2017	Premium	12	1	\$560.00	\$6,720.00
34	IPS0038	I/Mobile CC		07/01/2016	06/30/2017	Premium	12	5	\$23.00	\$1,380.00
35	IPS0020	I/LEADS-Records Management System CC - Desktop Client		07/01/2016	06/30/2017	Premium	12	5	\$31.00	\$1,860.00
Subtotal for Site Number 50001020										\$10,991.88

Site Number: Billing

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
38	ESCROW	Annual Software Escrow Fee		07/01/2016	07/31/2016	Premium	1	1	\$500.00	\$500.00
Subtotal for Site Number Billing										\$500.00

Grand Total Excluding Tax \$204,947.48



Hexagon Safety & Infrastructure

U.S. Maintenance Terms and Conditions for Software

This document ("Terms and Conditions") and the Quote to which these Terms and Conditions are attached set forth the terms and conditions for the maintenance of software and related support services by Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("Hexagon") for Customer.

1. DEFINITIONS

- 1.1. "Affiliate" means any entity or person controlled by or under common control of Hexagon. For the purposes of this Agreement, the term "control" means ownership, directly or indirectly, of equity securities entitling the owner to exercise in the aggregate equal or more than twenty-five percent (25%) of the voting power of the entity in question. For the avoidance of doubt, any Affiliate of Hexagon is as well deemed an Affiliate of any other Affiliate of Hexagon; also Hexagon is an Affiliate of any of its Affiliates.
- 1.2. "Agreement" means (1) the binding contract incorporating these Terms and Conditions as well as the Quote submitted to Customer under Section 2 and/or, if applicable, (2) the binding contract incorporating a Quote submitted to Customer under Section 3.2 and/or Section 12.1 as well as the maintenance service contract terms and conditions referenced therein.
- 1.3. "Coverage Period" means the period of performance set forth in the Quote.
- 1.4. "Covered Products" means the software listed on the Quote for which Services are to be provided to Customer by Hexagon. Covered Products shall also include additional copies of the software (i) where the original software is already covered by the Agreement and (ii) for which additional licenses are purchased or otherwise obtained by Customer during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.
- 1.5. "Customer" means the entity or person purchasing Services.
- 1.6. "Quote" means a quotation for Services submitted to Customer by Hexagon or an authorized Hexagon partner, along with a product quotation at time of purchase of the product to be maintained. according to Section 2, or a quotation for Services submitted to Customer by Hexagon, according to, Section 3.2 and/or Section 12.1.
- 1.7. "Services" means the maintenance and support services for Covered Products that are further described in the Agreement.
- 1.8. "Software Product" includes Hexagon's or Hexagon's Affiliate's computer software and all of the contents of the files, disk(s), CD-ROM(s) or other media with which the software is provided, including any templates, data, printed materials, and "online" or electronic documentation, all copies, and any Updates of such Software Products. Software Products are subject to all of the terms and conditions of the End-User License Agreement ("EULA") provided with the Software Product.
- 1.9. "Third Party Software" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals)

applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("SLA") provided with the Third Party Software.

- 1.10. "Update(s)" means any Upgrade, modified version, fix, patch and/or update of Covered Products. The use of Updates is subject to all of the terms and conditions of the EULA or SLA provided with Customer's current version of the Covered Products.
- 1.11. "Upgrade(s)" means each new release of Covered Products. Upgrades require a full installation and may be provided with a separate EULA or SLA. Any EULA or SLA delivered with the Upgrade will supersede any EULA or SLA associated with prior releases of the Covered Products.

2. AUTHORIZATION OF SERVICES

By either (a) returning a signed Quote; (b) submitting a signed purchase order referencing a Quote; (c) paying any charges as set forth on a Quote; or (d) accepting delivery of Services as set forth on a Quote, Customer authorizes Hexagon to provide the Services for Covered Products during the Coverage Period in accordance with the Agreement. The Services will be provided by Hexagon in accordance with the Scope of Coverage as set forth in Section 5. The Agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the Services set forth in the Quote, whichever is earlier.

3. TERM

- 3.1. Term. This Agreement shall begin, retroactively (if applicable), on the first calendar day of the first month of the applicable Coverage Period, and shall expire at the end of the Coverage Period unless terminated earlier as provided in Section 18, or renewed by mutual agreement of the parties in accordance with Section 3.2. The Coverage Period shall be for whole months only.
- 3.2. Renewal. Approximately ninety (90) days prior to the expiration date of any Coverage Period, Hexagon will submit to Customer a renewal Quote that includes pricing for the upcoming Coverage Period. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the renewal Quote. If the Agreement is not entered into based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein, Hexagon, after the preceding Coverage Period has expired, shall be entitled to discontinue Services for the affected Covered Products, including access to system support or knowledge base, and/or end the ability of Customer to log or check support requests.

4. REINSTATEMENT OF MAINTENANCE SUPPORT COVERAGE

- 4.1. Lapse in Software Maintenance Coverage. To reinstate Services after any termination or suspension thereof, Customer must pay a reinstatement fee. The Coverage Period for any reinstated Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase anniversary date of the lapsed Covered Products. The reinstatement fee will equal twenty-five percent (25%) of the past due maintenance charges (rounded up to whole months only) for the Renewal Coverage Period, and shall be in addition to the total maintenance charges due for the Renewal Coverage Period, all calculated at the current maintenance list price. Upon request of Customer, Hexagon will provide a Quote for the Renewal Coverage Period, to include the reinstatement fee, which is applicable only for reinstatement made in the then-current month.

- 4.2. Failure to Obtain Maintenance Coverage. In the event Services were not purchased at the time that the Covered Product was originally purchased, in order to obtain Services, Customer must pay one hundred twenty-five percent (125%) of all maintenance payments from the date the original Covered Product was purchased up to the date the Services are actually purchased, plus one hundred percent (100%) of the remaining Coverage Period that expires upon the anniversary date of the original Covered Product purchase, all calculated at the current maintenance list price. The Coverage Period for such Covered Products will begin on the first day of the month in which the Covered Products were originally purchased.

5. SCOPE OF COVERAGE FOR SOFTWARE PRODUCTS

Services described in this Section apply to Software Products only. Services for Third Party Software are set forth in Section 10.

Hexagon offers two levels of Services for Software Products included in the Covered Products: Standard Support and Premium Support. Under both levels of Services, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis and correction of defects in and provide general advice as to the use of the Software Products included in the Covered Products. The level of Services will be set forth on the Quote and will include the following:

- 5.1. **Standard Support:** Standard Support will include and be limited to the following:
- 5.1.1. Help Desk Support. Out-of-the-box functionality support via the Help Desk (telephone or eService via Hexagon's Customer Support Web Site where available at <https://support.hexagonsafetyinfrastructure.com>). Phone support for all priority levels of software errors is available on Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website, or can be determined by contacting Customer's local Hexagon office.
 - 5.1.2. Updates. Access to all available Updates of Software Products included in the Covered Products. Hexagon will notify Customer when Updates are made available for any Software Products for which Service has been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Hexagon. If applicable, Customer may also register on the Customer Support Web Site or applicable local support website to automatically receive email notifications when a new release of a Software Product is made available by Hexagon. Updates are shipped to Customer upon Customer request. Hexagon is not obligated to produce any Updates.
 - 5.1.3. Knowledge Base. Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.
- 5.2. **Premium Support:** Premium Support will include all of the features available under Standard Support. Additionally, when the software error is considered to be critical (meaning production is down), then phone support is also available after-hours and on Hexagon-observed holidays.

Hexagon may not provide both levels of support for all Software Products in all countries. Customer may choose any level of Services offered, however all Software Products included in the Covered Products under the Agreement must have the same level of Services when available.

Services are only available for the current version and the one version prior to the current version of a particular Software Product. Services are limited to the specific Software Products listed on the Quote and functioning on the appropriate Hexagon-supported operating system.

6. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

- 6.1. Customer's hardware and operating system software must meet the minimum system requirements specified by Hexagon and made available to Customer upon request.
- 6.2. Customer's system must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. The specifications of such devices shall be made available to Customer by Hexagon upon request.
- 6.3. Customer will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Updates of Covered Products.
- 6.4. Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Service obligations.
- 6.5. When reporting problems to Hexagon's Help Desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed.
- 6.6. Customer will carry out any reasonable instructions on troubleshooting or circumvention of the problem provided by Hexagon through the Authorized Contact (as defined below in Section 8.1) immediately and in conformity with these instructions, and will install any necessary patches, defect corrections or new versions from Hexagon.
- 6.7. Customer is solely responsible for assuring the compatibility of non-Hexagon products with products provided by Hexagon.
- 6.8. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for lost data.

In addition, Customer shall provide for any other requirements reasonably specified by Hexagon and related to the rendition of the Services to be met.

If Customer fails to fulfill its Customer Obligations, Hexagon is entitled to bill Hexagon's time and effort made necessary by Customer's failure at Hexagon's currently stated hourly rates.

7. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of this Agreement and may be available under separate agreement at an additional charge (collectively "Excluded Services"):

- 7.1. Installation of any Covered Product, Update, or interface software
- 7.2. Network configuration
- 7.3. Configuration or customization of Covered Products to customer requirements.
- 7.4. System-level tuning and optimization and system administration support
- 7.5. Programming or software development
- 7.6. Training
- 7.7. Services required because the Authorized Contact is not available or is not trained in accordance with Section 8

- 7.8. On-site Services
- 7.9. Services outside of the regular business hours associated with the applicable level of Services
- 7.10. Services required due to modifications of Covered Products by Customer. In the case of Hexagon software modules which assist in the creation and use of Customer software, the performance of Services under the Agreement is restricted to unmodified components of these Covered Products
- 7.11. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the documentation provided with the Covered Products
- 7.12. Services required due to failure of software or hardware not supplied by Hexagon and not covered in the Agreement
- 7.13. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software
- 7.14. Services required due to software or portions thereof that were incorrectly installed or configured, or use in an environment inconsistent with the support environment specified by Hexagon, or used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications
- 7.15. Services required due to cases of force majeure, especially lightning strikes, fire or flood or other events not caused through Hexagon's fault.
- 7.16. Services required due to customer's failure to fulfill the Customer Obligations set forth in Section 6
- 7.17. Services required due to faulty or incomplete Customer data.

When ordered by Customer, Excluded Services or other software maintenance support services that are outside the scope of this Agreement will be billed by Hexagon according to the stated hourly rates and material prices in effect at the time such service is performed.

8. SYSTEM SUPPORT TECHNICIAN

- 8.1. Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Services ("Authorized Contacts").
- 8.2. Customer must make sure that the Authorized Contacts have adequate expertise and experience to make possible a targeted and professionally accurate description of malfunctions and make it possible for Hexagon to handle them efficiently. Authorized Contacts must have successfully completed Hexagon product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software systems. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact.

9. REMOTE ACCESS

Customer will permit Hexagon to electronically access Customer's system via SecureLink™. SecureLink™ is a tool for providing secure, auditable remote access to Customer's system in order for Hexagon support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. The Authorized Contacts should be available to assist Hexagon Customer Support as needed during this entire process. Customer Support will only access Customer's system with the knowledge and consent of Customer. For local variances specific

to the use of remote access tools other than SecureLink™, Customer should contact the local Hexagon support office.

10. THIRD PARTY SOFTWARE

Support and Updates of Third Party Software shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Third Party Software, and such Third Party Software Services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and Updates for any Third Party Software that are not listed on the Quote must be obtained from the third party owner of the products or their designated representative.

11. REQUIRED COVERAGE

- 11.1. Multiple or Interdependent Licenses. Customer may not decline maintenance for individual licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, except in accordance with the relinquishment process described in Section 12.2.
- 11.2. Prerequisite Licenses. All prerequisite Hexagon software licenses that are necessary to operate the Covered Products for which Customer desires Services under the Agreement must also be included as Covered Products and listed on the Quote.

12. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

- 12.1. Additions of Covered Products to Maintenance.
 - 12.1.1. Additional Software Products from Hexagon. In the event Customer purchases additional licenses of Software Products from Hexagon during the term of this Agreement, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date of Service, and charges for the additional licenses, pursuant to the Agreement.
 - 12.1.2. Additional Software Products from a third party. In the event Customer obtains additional licenses of Software Products from an authorized reseller or by any other means, Customer agrees to promptly notify Hexagon in writing about the newly acquired Software Products, and upon receipt of such notice, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date on which Hexagon may commence the Services with respect to the copies of the Software Product pertaining to the additional licenses, and the charges that would be due in return for these Services pursuant to the Agreement.
 - 12.1.3. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the extension Quote submitted to Customer under Section 12.1.1 or Section 12.1.2 as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the extension Quote. If the Agreement is not entered into based on the extension Quote as well as the maintenance service contract terms and conditions referenced therein, then the terms and conditions in Section 4 regarding reinstatement of Services will apply to the additional licenses of Software Products. If, however, the additional Software Products are multiple, interdependent, or prerequisite licenses as described in Section 11 above, Services may not be declined, and Services and the appropriate monthly charges will begin on the effective date as shown on the extension Quote.
 - 12.1.4. Additional Software Products via Software Transfer Policy. Customer shall purchase Services on all additional licenses of Software Products for a site obtained via software license transfer. Any such software license transfers shall be in accordance with the

then-current Hexagon Software Transfer Policy and the EULA or other applicable Software License Agreement delivered with the Software Product.

- 12.2. Removal of Covered Products from Maintenance. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Covered Products from the Agreement for the renewal period. Neither party may remove Covered Products except upon Agreement renewal. Customer may not remove from the Agreement individual software licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that the copies of the Covered Product for which Customer desires to cease Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to reinstate Services for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

13. PAYMENT

- 13.1. Terms of Payment. Charges for Services are due and payable annually and in advance. For Customers desiring to pay quarterly and in advance instead of annually and in advance, Customer must request a revised Quote which shall include a convenience fee increase of fifteen percent (15%) of the total annual charges, which convenience fee Customer agrees to pay. The convenience fee shall be prorated and charged to the four quarterly invoices. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Products added during a Coverage Period shall be prorated to the remaining months of the Coverage Period, in whole month increments only, and such charges shall be due and payable in full upon receipt of invoice.
- 13.2 Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under this Agreement, (ii) under any other agreement between the parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary at least fifty percent (50%) owned by Customer, may not be rendered Services until all past due charges are paid in full. Additionally, Hexagon shall charge and Customer agrees to pay interest at the rate of two percent (2%) per month or the maximum amount allowed by law, whichever is less, for all amounts not received when due. The start of the Coverage Period shall not be postponed due to delayed payment of any charges. If Hexagon is required to use a collection agency or attorney to collect money owed by Customer, Customer agrees to pay the reasonable costs of collection. These collection costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees and court costs.
- 13.3 Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days of the date on the invoice. Customer waives any right to dispute a charge or receive a credit for a charge or Services that Customer does not report within such period.

14. CUSTOMER WARRANTIES

During the Coverage Period, Customer shall commit to the following:

- 14.1. Subject to Section 12.2, Customer warrants that for all Covered Products supported under the Agreement, all licenses of a Covered Product for which Customer has multiple copies in its possession and that are located at the site referenced on the Quote, and all prerequisite licenses necessary to operate Covered Products, are listed on the Quote. If all like Covered Products or prerequisite software licenses are not listed on the Quote, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.
- 14.2. Customer warrants that Services provided herein shall be utilized only for the quantity of Covered Products licenses listed on the Quote.
- 14.3. Customer shall, and Customer shall cause each of Customer's employees and representatives to, comply with each and every term and condition of the EULA and/or SLA applicable to the Covered Products supported under the Agreement.

15. INTELLECTUAL PROPERTY

- 15.1. Software License. Any Upgrades furnished hereunder shall remain the property of Hexagon, Hexagon's Affiliate or applicable third party, and are licensed in accordance with the then current Hexagon EULA, EULA of Hexagon's Affiliate or third party SLA, which shall supersede any EULA or SLA associated with prior releases of the Software Products or Third Party Software. Upon Customer's request, Hexagon shall provide customer with such EULA or SLA. Upon Hexagon's request, Customer agrees to execute a EULA or SLA, as applicable, for Covered Products provided without an included EULA or SLA.
- 15.2. Confidential Information. Hexagon and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions, and existence, of this Agreement shall be deemed Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information" (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either Hexagon or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Agreement. Customer and Hexagon shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that their respective employees comply with these confidentiality provisions. This Section shall not apply to any particular information which either party can demonstrate (i) was, at the time of disclosure to it, generally publicly available; (ii) after disclosure to it, is published or otherwise becomes generally publicly available through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without restriction on disclosure; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such

information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

16. LIMITED WARRANTIES; WARRANTY DISCLAIMERS

16.1. Limited Warranties.

16.1.1. Hexagon Services Warranty. Hexagon warrants for a period of thirty (30) days from the date of Services that the Services provided pursuant to this Agreement, in the form of a defect correction and/or maintenance services, will be performed with reasonable skill and care in accordance with the requirements set forth herein, provided the Covered Products for which the Services are provided are used under normal conditions and in strict accordance with the terms and conditions herein. Customer agrees to promptly notify Hexagon of any unauthorized use, repair, or modification, or misuse, as well as suspected defects in any Services provided pursuant to this Agreement.

16.1.2. Hexagon Software Warranty. Hexagon warrants for a period of thirty (30) days from the date of shipment of any Software Product that, under normal use, software delivery media shall be free from defect in material or workmanship. Additional warranties for Software Products may be provided in the applicable Hexagon Terms and Conditions for Sale or other agreement between the parties governing the delivery of Software Products.

16.1.3. Pass-Through Third Party Warranties. Third Party Software is only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.

16.1.4. NO OTHER WARRANTIES. THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON. THE LIMITED WARRANTIES PROVIDE CUSTOMER WITH SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY JURISDICTION TO JURISDICTION. IF A GREATER WARRANTY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SERVICES OR COVERED PRODUCTS TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

16.2. Remedies. In the event a warranted Service, Covered Product, or Update provided pursuant to this Agreement does not substantially comply with the limited warranties set forth in the Agreement, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in this Agreement.

Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in this Agreement, but in no other respects and for no other purpose.

- 16.3. WARRANTY DISCLAIMERS. ANY WARRANTIES HEREUNDER ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. CUSTOMER SHALL PROMPTLY NOTIFY HEXAGON OF ANY SUSPECTED DEFECTS IN COVERED PRODUCTS DELIVERY MEDIA. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES WILL OPERATE UNINTERRUPTED OR ERROR FREE. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. HEXAGON MAY SHARE INFORMATION FROM TIME TO TIME RELATED TO ITS EXPECTED DIRECTION, ROADMAP, OR VISION FOR ITS PRODUCTS AND SERVICES, ALL OF WHICH IS SUBJECT TO CHANGE AT ANY TIME IN HEXAGON'S SOLE DISCRETION. CUSTOMER SHOULD NOT RELY UPON STATEMENTS, PRESENTATIONS, OR INFORMATION REGARDING FUTURE FEATURES, FUNCTIONS, OR PRODUCTS FOR ANY PURPOSE IN ABSENCE OF HEXAGON'S FORMAL AND EXPRESS CONTRACTUAL COMMITMENT TO DELIVER THE SAME.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HEXAGON OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO HEXAGON DURING THE PAST TWELVE MONTHS UNDER THIS AGREEMENT AS OF THE DATE THE EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

18. TERMINATION

This Agreement may only be terminated prior to its expiration in the following ways:

- 18.1. Either party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for the other party's business.
- 18.2. Customer fails to pay Hexagon any amount when due (i) under this Agreement; or (ii) under any other agreement between the parties.
- 18.3. Customer's license to the Covered Products for which Customer has purchased Services is terminated.

19. RESTRICTIONS

- 19.1. **Non-Solicitation of Employees.** Customer agrees that it will not, without the prior written consent of Hexagon, solicit or hire any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the term of this Agreement and for a period of twelve (12) months after the Agreement expires or is terminated. Customer agrees that a breach of this provision would cause actual and substantial damages to Hexagon such that it would be very difficult to calculate actual damages. Accordingly, any such breach will entitle Hexagon to recover liquidated damages from Customer in the amount equal to one (1) year of the affected employee's annual salary plus benefits for each such breach, as well as expenses, costs, and reasonable attorneys' fees incurred by Hexagon in seeking enforcement of this Agreement. Customer agrees that the foregoing amount is intended to be, and in fact is, a reasonable estimate of the actual damages that would be incurred by Hexagon if Customer were to breach this provision, and that this amount is not intended to be, and in fact is not, a penalty. In addition, Hexagon shall be entitled to equitable or injunctive relief to prevent further breaches. For purposes of this Section, the term "employee" means employees of Hexagon and/or any Hexagon subsidiary and/or any of Hexagon's subcontractors who directly support Customer.
- 19.2. **United States Government Restricted Rights.** If a Covered Product (including any Updates, documentation or technical data related to such Covered Products) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section also applies.
 - 19.2.1. For civilian agencies: The Covered Product was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).
 - 19.2.2. For units of the Department of Defense ("DoD"): The Covered Product was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).
 - 19.2.3. Notice: The Covered Product is "commercial computer software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "commercial computer software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable Third Party Software manufacturers are the manufacturers. This Covered Product is unpublished and all rights are reserved under the Copyright Laws of the United States.

- 19.3. Export Restrictions. All Software Products and all Third Party Software (including any Updates, documentation or technical data related to such software products) licensed, purchased, subscribed to or obtained, directly or indirectly, from Hexagon, its subsidiaries or distributors (collectively, "Export Controlled Products") are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. The Export Controlled Products, and the direct product thereof, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:
- 19.3.1. To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.
 - 19.3.2. To any person or entity listed on any United States government denial list, including but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists (www.bis.doc.gov/complianceandenforcement/liststocheck.htm), the U.S. Department of Treasury Specially Designated Nationals List (www.treas.gov/offices/enforcement/ofac/), and the U.S. Department of State Debarred List (<http://www.pmddtc.state.gov/compliance/debar.html>).
 - 19.3.3. To any entity if Customer knows, or has reason to know, the end use of the Export Controlled Product is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.
 - 19.3.4. To any entity if Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of an Export Controlled Product should be addressed to Hexagon's Export Compliance Department, 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

20. TAXES

All charges under this Agreement are exclusive of each and every country's federal, provincial, state, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Customer shall be liable for, and shall indemnify and hold Hexagon harmless from and against, any and all Taxes. Taxes shall expressly exclude any federal, state, municipal, or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by Hexagon's income, capital and/or assets. The total invoice amount for charges under this Agreement is subject to increase by the amount of any Taxes which Hexagon is required to withhold, collect, or pay regarding the transactions under this Agreement so that Hexagon receives the full amount of the charges on Hexagon's invoices. Any certificate to exempt the Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

21. GENERAL

- 21.1. Third Party Providers. Hexagon reserves the right to provide Services through a third party provider.
- 21.2. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The Agreement supersedes any and all prior discussions and/or representations, whether written or oral, relating to the subject matter of the Agreement and no reference to prior dealings may be used to in any way modify the expressed understandings of the Agreement. Hexagon does not accept any contradictory or additional terms and conditions, even by accepting a purchase order referencing different terms and conditions. The Agreement may be amended only by a written instrument signed by authorized representatives of both parties, and cannot be amended by subsequent purchase order or writing received from Customer without the express

- written consent of Hexagon. Any reproduction of the Agreement made by reliable means (for example, photocopy or facsimile) will be deemed an original.
- 21.3. Order of Precedence. In the event of a conflict between the documents that form the Agreement, the order of precedence will be as follows: (i) any addenda executed by Hexagon and Customer, with the latest addendum taking precedence over any earlier addenda; (ii) the Quote; and (iii) these Terms and Conditions.
- 21.4. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement.
- 21.5. Headings. The various headings in these Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions or any section or provision of these Terms and Conditions.
- 21.6. No Waiver. Any failure by either party to enforce performance of the Agreement shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of the Agreement.
- 21.7. Notices. Any notice or other communication ("Notice") required or permitted under the Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Hexagon's address for Notices is Hexagon Safety & Infrastructure, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.
- 21.8. Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this Agreement, without Customer's approval, to (i) an entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service under this Agreement; (ii) an entity which acquires all or substantially all of the Software Products or product line assets subject to this Agreement; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by Customer to sublicense, assign or transfer any of Customer's rights or obligations under this Agreement, except as expressly provided in this Agreement, is void.
- 21.9. Force Majeure. Except for payment obligations under the Agreement, neither party shall be liable for any failure to perform or observe any of its obligations under this Agreement for as long as and to the extent that such performance is prevented or hindered by any circumstances beyond its reasonable control. By way of example, and not limitation, such causes may include acts of God or public enemies; labor disputes; acts of local, state, or national governments or public agencies; utility or communications failure; fire; flood; epidemics; riots; or strikes. The time for performance of any right or obligation delayed by such events will be postponed for a period equal to the delay. If, however, a party is subject to a force majeure that endures for more than sixty (60) calendar days, the other party has a right to terminate the Agreement upon providing thirty (30) calendar days prior written notice to the party subject to the force majeure.
- 21.10. Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama and shall be deemed to have been accepted in Madison, Alabama, United States. The parties agree that any legal

action or proceeding relating to this Agreement shall be instituted in the Circuit Court for Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division. The parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceedings. This Agreement shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- 21.11 Waiver of Jury Trial. Hexagon and Customer each hereby waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to this Agreement.
- 21.12 Injunctive Relief; Cumulative Remedies. Customer acknowledges and agrees that a breach of the Agreement by Customer could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. Customer agrees that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of the Agreement by Customer, and Customer expressly waives any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.
- 21.13 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.
- 21.14 Governing Language. The controlling language of this Agreement is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only.
- 21.15 Survival. The provisions of the Agreement which require or contemplate performance after the expiration or termination of the Agreement shall be enforceable notwithstanding said expiration or termination.

SGI-10012015

SOFTWARE MAINTENANCE CONTRACT (RENEWAL)

This Software Maintenance Contract (Renewal) with Intergraph Corporation for services is entered into this _____ day of _____, 2016 by and between the City of Flagstaff, a political subdivision of the state of Arizona ("City" or "Customer") and Intergraph Corporation now doing business as Hexagon Safety & Infrastructure ("Hexagon"), and consists of the following documents attached hereto related to services to be provided to the City Police Department:

Quote dated March 2, 2016, signed by authorized representative of Hexagon, including:

Maintenance Quotation Summary

Maintenance Quotation Detail

Hexagon Safety & Infrastructure - U.S. Maintenance Terms and Conditions for Software

INTERGRAPH CORPORATION

d/b/a HEXAGON SAFETY & INFRASTRUCTURE

Its Authorized Representative

CITY OF FLAGSTAFF

Mayor

Attest by:

City Clerk

Approved as to form:

City Attorney's Office



Page 1/1
Invoice INVMT029008
Date 9-Mar-16

Sirsi Corporation
SirsiDynix Technology Center
3300 North Ashton Boulevard
Lehi UT 84043

Bill To: Flagstaff City/Coconino County Public Library
Attn: Accounts Payable
211 W. Aspen Avenue
Flagstaff AZ 86001-5399

Purchase Order No.	Customer ID	Due on or Before	
	331328	1-Apr-16	
Item Number	Description	Unit Price	Ext. Price
30-95000-110	Symphony	\$45,125.91	\$45,125.91
30-95000-410	Test system	\$1,874.58	\$1,874.58
30-95000-540	Datastream	\$7,039.13	\$7,039.13
30-95000-583	Oracle Renewal	\$2,574.43	\$2,574.43
30-95000-586	RedHat renewal	\$875.90	\$875.90
30-95000-700	SIP/SIP2 License	\$440.30	\$440.30
30-95000-920	SMS Notification	\$1,613.72	\$1,613.72
30-95001-100	E-Resource Central	\$1,557.54	\$1,557.54
30-95002-100	Enterprise	\$9,696.33	\$9,696.33
30-95002-110	SirsiDynix PAC	\$3,113.54	\$3,113.54
30-95002-400	Social Library	\$10.38	\$10.38
30-95003-200	Hardware Renewal	\$655.68	\$655.68

	Effective Period: April 1, 2016 - March 31, 2017		

For questions, Please Contact:
Barbara M Caradine @ 800-288-8020 ext 5566
or barbara.caradine@sirsidynix.com

Subtotal	\$74,577.44
Tax	\$6,397.94
Trade Discount	\$0.00
Total	\$80,975.38

Please Remit Payment to: SirsiDynix #774271, 4271 Solutions Center, Chicago, IL 60677-4002

SirsiDynix is an Affirmative Action/Equal Opportunity employer and is proud to have a drug-free environment.
International Customers: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited. Upon payment of this invoice, Customer agrees that SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

If paying by wire please reference the invoice number on your bank instructions.



SCHEDULE/EXHIBIT "A"
Flagstaff City/Coconino County Public Library

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates From To	EOL Date	Price
10015	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Apr/16 - 31/Mar/17		
10015	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Apr/16 - 31/Mar/17		
10015	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Apr/16 - 31/Mar/17		
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10015	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Apr/16 - 31/Mar/17		
10015	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Apr/16 - 31/Mar/17		
10031	SirsiDynix Symphony Unicode Server Extension		1	1/Apr/16 - 31/Mar/17		
M-1967	Additional Library Fee		2	1/Apr/16 - 31/Mar/17		
M-1999	Authority Control		1	1/Apr/16 - 31/Mar/17		
M-2233	Information Gateway		1	1/Apr/16 - 31/Mar/17		
M-2357	Reference Librarian-PKG		2	1/Apr/16 - 31/Mar/17		
M-2375	Request Module		1	1/Apr/16 - 31/Mar/17		
M-2615	UnicornOASIS Bundled		1	1/Apr/16 - 31/Mar/17		
M-2655	WebCat WWW Catlog		1	1/Apr/16 - 31/Mar/17		
M-2665	WorkFlows Staff Clients		34	1/Apr/16 - 31/Mar/17		
M-2714	Z39.50 Version 3 Server		1	1/Apr/16 - 31/Mar/17		
12320	Symphony Web Services		1	1/Apr/16 - 31/Mar/17		
12850	Web Services Annual Recurring Package		1	1/Apr/16 - 31/Mar/17		
Symphony						45,125.91
10030	SirsiDynix Symphony Test System		1	1/Apr/16 - 31/Mar/17		
10032	SirsiDynix Symphony Unicode Server Extension Test System		1	1/Apr/16 - 31/Mar/17		
Test system						1,874.58
M-2408	Serials Control		1	1/Apr/16 - 31/Mar/17		
Serials						0.00
M-1958	Acquisitions and Fund Accting		1	1/Apr/16 - 31/Mar/17		
M-2085	Electronic and Data Interchange		1	1/Apr/16 - 31/Mar/17		
Acquisitions						0.00
M-2334	Outreach Services-PKG		1	1/Apr/16 - 31/Mar/17		
Outreach/Homebound						0.00
M-2288	Materials Booking		1	1/Apr/16 - 31/Mar/17		
Media Booking						0.00
M-0542	Datastream Subscription		44000	1/Apr/16 - 31/Mar/17		
Datastream Subscription						7,039.13
M-3108	Oracle Embedded License Upgrade from ISAM		1	1/Apr/16 - 31/Mar/17		
11780	Oracle Embedded Test License		1	1/Apr/16 - 31/Mar/17		
Oracle Renewal						2,574.43
12455	Red Hat Linux Operating System SW, ES		1	1/Apr/16 - 31/Mar/17		
RedHat renewal						875.90
M-2021	Bibliographic and Inv. Control		1	1/Apr/16 - 31/Mar/17		
M-2424	SmartPORT Client		4	1/Apr/16 - 31/Mar/17		
M-2428	SmartPORT Concurrent User		1	1/Apr/16 - 31/Mar/17		
Cataloging						0.00
M-2049	Circulation Control		1	1/Apr/16 - 31/Mar/17		
Circulation						0.00
11711	SirsiDynix Symphony SIP2 Interface Per Certified Vendor		1	1/Apr/16 - 31/Mar/17		
11711	SirsiDynix Symphony SIP2 Interface Per Certified Vendor	Page Public Library	1	1/Apr/16 - 31/Mar/17		
SIP/SIP2 License						440.30
12978	SirsiDynix SMS Notification for Symphony - 25K Message Packa		1	1/Apr/16 - 31/Mar/17		
SMS Notification						1,613.72
13057	SirsiDynix eResource Central Gateway Services - Annual Subscr		1	1/Apr/16 - 31/Mar/17		
13137	SirsiDynix eRC Connector for OverDrive - Annual Subscription		1	1/Apr/16 - 31/Mar/17		
13138	SirsiDynix eRC Connector for Recorded Books OneClickDigital -		1	1/Apr/16 - 31/Mar/17		
E-Resource Central						1,557.54
11681	SirsiDynix Enterprise, Annual Subscription		1	1/Apr/16 - 31/Mar/17		
Enterprise Subscription						9,696.33
M-2178	iBistro Suite-F		1	1/Apr/16 - 31/Mar/17		
SirsiDynix PAC						3,113.54

Flagstaff City/Coconino County Public Library

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates From To	EOL Date	Price
12854	SirsiDynix Social Library, Annual Subscription		1	1/Apr/16 - 31/Mar/17		
				Social Library Subscription		10.38
13149	BLUEcloud MobileCirc, Annual Subscription		1	1/Mar/16 - 31/Mar/17		
				Mobile Circ Subscription		0.00
10534	Data Services - Authority Annual Subscription - Quarterly Update		1	1/Apr/16 - 31/Mar/17		
				Quarterly Update Service		0.00
M-2788	3M Self Check Interface		2	1/Apr/16 - 31/Mar/17		
				Hardware Renewal		655.68
All prices are in U.S. Dollars and are exclusive of taxes unless otherwise noted.						
Total						74,577.44

Any questions regarding this schedule can be directed to:
 Barbara Caradine
 barbara.caradine@sirsidynix.com

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Shannon Anderson, Human Resources Director
Co-Submitter: Di Ann Butkay
Date: 05/24/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Approval of Contract: Temporary Personnel Services.

RECOMMENDED ACTION:

- 1) Approve the proposals for the following temporary personnel agencies at the hourly rates outlined in the attached cost summary and authorize the City Manager to execute the Agreement on behalf of the City:
 - a) Performance Staffing
 - b) 22nd Century Technologies
 - c) Abacus Service Corp
 - d) Hotfoot Recruiters

Executive Summary:

City divisions may at times need temporary service personnel to fill a vacancy and/or to assist on special projects. There are two groups of temporary personnel requested 1) administrative and 2) general laborers. In addition to the jobs listed, the City reserves the right to request other job classifications at a negotiated rate if need should arise during the Agreement.

A total of six proposals were received and evaluated based on the agencies' experience and qualifications (i.e. inclusion of group one and group two, dedicated team, team's experience, government experience), method of approach (i.e. turnaround time, testing, reference, interview, training, benefits), proposed fee schedule and references. The recommendation to award to the four agencies listed above is based on their formal response to the proposal.

Human Resources previously implemented internal procedures for requesting temporary personnel that will continue to be followed. The hiring supervisor may initiate the request for temporary personnel directly to the temporary personnel agency. Human Resources may assist the hiring supervisor as needed.

Financial Impact:

The temporary personnel expenditure will be charged to the appropriate division/section budget.

Year to date expenditures citywide for 2015 were \$73,921.86 and in 2016 are \$29,603.36.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics**
- 2) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments**
- 3) Support and assist the most vulnerable**

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

Another option would be to recruit and hire all temporary personnel in lieu of utilizing temporary personnel service agencies. The benefit of doing this would be the City would not pay administrative costs to personnel agencies for their administration. However, it would take longer to fill such vacancies due to having to recruit to find temporary personnel to do the work and the temporary personnel may be less interested in working for the City given there is only one short-term assignment versus working for a temporary personnel agency provide access to multiple short-term assignments.

Background/History:

The City solicited a request for proposal in March of 2016 for Temporary Personnel Service. The purpose and intent of the proposal was to establish one or more qualified vendor(s) to provide a variety of Temporary Personnel Services complying with all State, Federal and Local Laws (including the Americans with Disability Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Civil Rights Act of 1991, Patient Protection and Affordable Care Act).

Key Considerations:

Six proposals were received and evaluated using the following criteria; experience and qualifications, method of approach, fee schedule and references. The review committee selected the top four (4) respondents to award; Performance Staffing, 22nd Century Technologies, Abacus Service Corp and HotFoot Recruiters The initial contract will be awarded for one (1) year with an option to extend for up to four (4) additional one year periods. Proposed fee rates shall be firm for one (1) year from date of award.

Community Benefits and Considerations:

By entering into contracts with Performance Staffing, 22nd Century Technologies, Abacus Service Corp and HotFoot Recruiter, Staff will be able to continue to provide safe, timely and cost effective services to the community.

Community Involvement:

Inform

Expanded Options and Alternatives:

Approve the contracts with Performance Staffing, 22nd Century Technologies, Abacus Service Corp and HotFoot Recruiter to provide Temporary Personnel to maintain services with minimal disruptions on an as needed basis.

Reject the recommendation to contract with Performance Staffing, 22nd Century Technologies, Abacus Service Corp and HotFoot Recruiter to provide Temporary Personnel and have staff go through a hiring process, delaying service response to citizens, or have Staff re-bid the proposal.

Attachments:

Matrix

Contract Exhibit B

Contract Exhibit C

Contract

Fee Schedule

PROJECT NAME**TEMPORARY PERSONNEL SERVICES**

2015-50

Evaluation Scores (total scores from each individual)

Firms	Rev #1	Rev #2	Rev #3	Rev #4	Total
AZ Labor Force	49	59	57	0	165
Performance Staffing	70	90	78	0	238
HotFoot Recruiters	55	50	67	0	172
22nd Century Technologies	60	59	63	0	182
Randstad	56	48	59	0	163
Abacus Service Corp	56	58	65	0	179

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.
10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
26. **CONTROL:** Contractor shall be responsible for the control of the work.
27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit

Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

- 32. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
- 33. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 34. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
- 35. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

- 36. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.
- 37. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.
- 38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
42. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
43. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
45. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees

and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 50. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 51. CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 52. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy

law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

- 57. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 58. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 60. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
- 61. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
- 62. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 63. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 64. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 65. **ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

EXHIBIT C
INSURANCE

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability –
Any Automobile or Owned, Hired
and Non-owned Vehicles
Combined Single Limit Per Accident
for Bodily Injury & Property Damage \$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

[OPTION: e. Professional Liability \$2,000,000]

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require

Contractor to secure payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
 - b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
 - c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
 - d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.
6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

Attention: Di Ann Butkay, Buyer
Contract No. 2015-50 Temporary Personnel Services
Purchasing Department
City of Flagstaff,
211 W. Aspen Avenue
Flagstaff, Arizona 86001.
7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CONTRACT FOR PROFESSIONAL SERVICES

Contract No. _____

This Contract is entered into this _____ day of _____, 20____ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and _____,

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide the professional services generally described as follows:

TEMPORARY PERSONNEL SERVICES

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Schedule of Services: Contractor shall perform all work per the schedule set forth in Exhibit A.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.

CITY RESPONSIBILITIES

4. City Representative: The City Representative is Shannon Anderson, Human Resources Manager, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.
5. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

6. Contract Term: The Contract shall be effective as of the date signed by both parties. Initial one year contract period commencing on _____, 20____.
7. Renewal: This Contract may be renewed for up to four (4) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

PAYMENT

9. Compensation: Contractor shall be paid for satisfactory performance of the work, in accordance with the Compensation Schedule attached hereto as part of Exhibit A.
10. Price Adjustment: If price adjustments are permitted, any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
12. Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.
13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

14. Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C.

MISCELLANEOUS

15. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2015-50
BUYER: Di Ann Butkay
PH: (928) 213-2276 FX: (928) 213-2209

To the City:

To Contractor:

Di Ann Butkay
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
dbutkay@flagstaffaz.gov

With a copy to:

With a copy to:

Shannon Anderson

16. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20____

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

Provider will comply with all State, Federal, and local laws (including the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights Act of 1991) as to treatment and compensation of its employees and Patient Protection and Affordable Care Act.

The Position Specifications outline the different type of personnel the City anticipates requesting. The City reserves the right to request temporary personnel services not listed from the Provider at an agreed upon hourly rate.

The City has the right to control the details of the temporary employees' work while assigned to the City. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check, a drug and alcohol test, and/or fingerprint verification based on position before placing the temporary in the work environment.

Provider agrees to the hourly rates as specified herein for all requested positions. Provider agrees to a maximum response time of one hour. Provider shall provide quality testing and training. Provider shall comply with all requirements relating to disclosure of information and provision of benefits pursuant to the Patient Protection and Affordable Care Act for all Provider Employees assigned to the City of Flagstaff. If Provider fails to meet the requirements of the proposal specification at any time during the term of the Agreement and or the City of Flagstaff Temporary Personnel Services Operating Procedures (Exhibit A), Temporary Services will be canceled upon 30 days written notice.

RESERVATION: The Position Specifications outline the different type of personnel the City anticipates requesting. The City reserves the right to request temporary personnel services not listed from the selected Vendor(s) at an agreed upon hourly rate.

RIGHT TO CONTROL: The City has the right to control the details of the temporary employees' work while assigned to the City. The City has the sole discretion to decide whether a proposed temporary employee is appropriate for the position sought. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check, a drug test and alcohol test, and/or fingerprint verification based on position before placing the temporary in the work environment.

CANCELLATION: If Provider(s) fails to meet the requirements of the proposal specification at any time during the term of the Agreement and or the City of Flagstaff Temporary Personnel Services Operating Procedures (Attachment A), Temporary Personnel Services will be canceled upon 30 days written notice.

PERFORMANCE QUALITY STANDARDS - TESTING REQUIREMENTS: Provider will be required to conduct a basic skills test (either on paper or computer) for temporary employees who are to be placed at the City of Flagstaff so as to determine their general skill level and to determine, when applicable, their proficiency/competence with the various requirements of typing speed and ability to use the various software programs used by the City (Microsoft Word, Excel, and Access). If requested, a copy of the test results shall be sent by facsimile or email to the City of Flagstaff Human Resources Division designee placing the request for temporary services to determine the suitability of the suggested temporary for the position.

PERFORMANCE QUALITY STANDARDS - REFERENCE REQUIREMENT: Provider will check References for temporaries to be placed in general, administrative, labor, positions to determine if past

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2015-50
BUYER: Di Ann Butkay
PH: (928) 213-2276 FX: (928) 213-2209

employers felt their knowledge, skills, and abilities were adequate, rehire status, and to the extent possible, that there were no behavioral problems. If the temporary employee is a former City of Flagstaff employee, the City Human Resources Section must be notified before any discussion of placement as a temporary employee at the City occurs. The City reserves the right to conduct further background checks on temporaries if it deems necessary.

HIRING OF TEMPORARY EMPLOYEES AS CITY EMPLOYEES: The Provider shall not be entitled to any referral fee or placement fee from the City of Flagstaff should the City hire any agency temporary employee for a regular City position.

TEMPORARY SERVICES 2015-50

	Administrative			Maintenan
	Assistant	Specialist	Equipment Operator	Parks/Landfill
Performance Staffing	12.65 to 14.83	15.18 to 17.65	19.20	12.35 to 14.65
22nd Century Technologies Inc	No Bid	20.00 to 30.00	18.00 to 28.00	20.00 to 30.00
Abacus Service Corp	20.7	28.98	No Bid	No Bid
HotFoot Recruiters		35% Mark up with 1.5 times billing rate for overtime		

Ice Worker

Snow
<hr/>
13.50
15.00 to 25.00
No Bid

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Irene Hunkler, Support Services Supervisor
Date: 05/26/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Approval of Contract: Approval for the renewal of the Intergovernmental Agreement between the City of Flagstaff and the Blue Ridge Fire District for dispatch services.

RECOMMENDED ACTION:

Approve this Intergovernmental Agreement between the City of Flagstaff and the Blue Ridge Fire District for dispatch services.

Executive Summary:

The City of Flagstaff Police Department desires to continue to provide dispatching services to Blue Ridge Fire District. This provides for a four year contract during which dispatch services will be provided to the Blue Ridge Fire District.

Financial Impact:

This agreement will allow the Police Department 9-1-1 Communications Center to continue to provide the same dispatch services to the Blue Ridge Fire District as it has in the past. Blue Ridge Fire District will continue to be billed according to the total cost of operating the 9-1-1 Communications Center. This is calculated at a cost per call and billed as such. These funds will be utilized to offset the cost to operate the 9-1-1 Communications Center. This agreement represents revenue of approximately \$5,200 annually.

Connection to Council Goal and/or Regional Plan:

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

11) Ensure that we are as prepared as possible for extreme weather events

Has There Been Previous Council Decision on This:

Yes, a similar agreement was originally approved on February 2, 2012 and is in place until June 30, 2016.

Options and Alternatives:

Approve or disapprove the Intergovernmental Agreement for Flagstaff 9-1-1 Communications to provide emergency dispatch services to Blue Ridge Fire District.

Background/History:

Historically, the Coconino County Sheriff's Office was the dispatch service for the Blue Ridge Fire District. In 2001, when the Flagstaff Police Department began managing the co-located and combined Flagstaff 9-1-1 Communications Center, the Blue Ridge Fire District as a historical partner was also included, however, without full two-way radio communication. The Flagstaff 9-1-1 Communications Center is the Primary Answering Point (PSAP) for the southern half of Coconino County which includes the Blue Ridge community. We handle all incoming 911 and business calls for service. The dispatching service was being completed via a one way telephone system. Once the call for service had been broadcast via a telephone paging system, a member from Blue Ridge Fire District would contact the 9-1-1 Center to advise they had received the call for service and to gather all other pertinent information. When that incident information was given to that individual, they then passed along the information to the responding units via radio.

The fire units did not have access to our Communications Center. They had to contact their dispatcher who then called our Communications Center. They had to contact their dispatcher who then called our Communications Center if they needed assistance with a deputy or to relay any information regarding their call for service. This was not a timely way to conduct business or best for the customer requesting assistance.

Key Considerations:

The approval of this renewal agreement will continue to provide streamlined, direct and consistent dispatch services as outlined and for financial consideration based on a cost per call basis. This will continue to ensure direct and interoperative communication between the responding fire and medical units and the dispatch center by providing direct radio information relays rather than by telephone to a second party.

Expanded Financial Considerations:

Blue Ridge Fire District will be invoiced quarterly for the dispatch services based on the number of calls at the calculated cost per call.

Community Benefits and Considerations:

The approval of this renewal agreement will provide a continued positive relationship with the Blue Ridge Fire District that enables, quick, efficient and effective responses of fire and emergency personnel as a result of 9-1-1 calls from the individuals, citizens and community members within the district. Dispatching directly to the necessary units, eliminates the need for a second party to relay information and the potential for the loss of information in that translation.

Community Involvement:

Choose which of the following that applies and REMOVE ALL OTHERS:

Inform: Blue Ridge Fire District, Chief Banning, has requested the renewal of this agreement for continued emergency dispatch services from the Flagstaff Police Department 9-1-1 Communications Center.

Expanded Options and Alternatives:

N/A

Attachments: IGA

When recorded, mail to:
Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

**INTERGOVERNMENTAL AGREEMENT
FOR DISPATCH SERVICES**

between

**City of Flagstaff
and
Blue Ridge Fire District**

This intergovernmental agreement for dispatch services ("Agreement") is entered into this 1st of January, 2012, between the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Police Department ("FPD") and the Blue Ridge Fire District (the "District"), a political subdivision of the State of Arizona, created pursuant to A.R.S. § 48-261, with offices at 5023 Enchanted Lane, Happy Jack, Arizona.

RECITALS

A. The City, through the FPD, operates, manages and maintains a dispatching facility which includes an automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Administrative Facility. The FPD is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police and fire agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies and organizations.

B. The District, desires that the City, through the FPD, provide emergency dispatching for all calls for service occurring within the response area of the Blue Ridge Fire District. The City agrees to provide such services to the District, in accordance with the terms of this Agreement.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term

This Agreement shall become effective on July 1, 2016, at 0001 hours, and, subject to early termination or renewal as provided below in Section 4, shall continue until June 30, 2020 at 2359 hours.

2. Scope of City Services

The City, through the FPD, agrees to provide emergency dispatching services to the District, twenty-four (24) hours a day, seven (7) days a week as follows:

2.1 The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to the District include: location of events utilizing cross streets; addresses and varied map coordinates as may be available; maintenance of status time, including time received, time dispatched, time first unit on scene and time last unit cleared scene and other fire service benchmark times as available, as the radio communications system build out provides.

2.2 If requested by the District, the FPD will provide summary listings to the District of call data by month, quarter or year as generated by the CAD system. In addition, FPD will provide an incident summary to the District at the end of each call by fax or email.

2.3 The FPD will record all District radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five (365) calendar days, after which such records shall be destroyed. When requested in writing, the FPD will provide recordings of incidents to the District in a timely manner on standard compact disc.

2.4 The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and will schedule required downtime maintenance with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality.

2.5 All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

3. Blue Ridge Fire District Obligations

3.1 The District, agrees to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point established as the connection to the FPD dispatch center console interface patch panel. Additionally, the District, agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to the FPD dispatch console equipment in order to provide basic dispatch service. The FPD agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.

3.2 The District agrees to work within any existing procedures used by the FPD for dispatching. However, procedures for specific requirements of fire dispatching for the District, if agreed upon by the Communications Users Group, shall be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching services for the District.

3.3 The District agrees to pay the City fees for services in quarterly payments within thirty (30) days following invoicing at the end of each quarter. Fee and costs associated with the City's provision of dispatch services to the district will be based upon the District's dispatched calls for service as a percentage of the dispatch center's total calls for service plus a calculation for capital replacement and indirect costs. That percentage will be used to calculate fees based upon the total cost to the City for operating the dispatch center. Fees will be based upon the prior fiscal year budget and actual calls for service for the period being billed.

3.3.1 A call for service shall be defined as any call where a field unit is sent to a location of an incident or to assist a citizen, or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

4. Termination

4.1 Either party may terminate this Agreement by providing written notice to the other no less than ninety (90) days before the anniversary date of this Agreement.

4.2 In the event of termination of this Agreement by the District, or by the City under Section 4.3, the District shall be responsible for all costs associated with the disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with Section 3.1, and which are exclusive to the District.

4.3 The City shall also have the right to terminate this Agreement upon written notice to the District in the event the District fails to make any payment due the City under this Agreement within thirty (30) calendar days of the due date.

5. Liability and Indemnification

5.1 The City, the FPD and their officials, employees and agents, shall not be liable for damages to the District or third parties as a result of any failure by the FPD to perform any of the FPD's obligations set forth in Section 2 of this Agreement if such failure, in whole or in part, arises out of or results from the failure of the District to submit correct and complete data to the FPD or the failure of the District to provide or maintain equipment as set forth in Section 3.1.

5.2 The City, the FPD and their agents, officials and employees, shall not be liable to the District for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the City, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of the City.

5.3 The District agrees to indemnify, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, alleged act, action or omission of the District, their employees, agents or contractors under this Agreement, including, but not limited to, the District's failure to submit

correct and complete data to the FPD or the failure of the District to provide and maintain equipment as set forth in Section 3.1. The District's obligations under this indemnity provision shall survive any termination of this Agreement.

5.4 Except as otherwise provided in this Section 5, the City covenants and agrees to indemnify, hold harmless and defend the District, and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the City, the FPD, their employees, agents or contractors under this Agreement, or as a result of any failure of any equipment which the City is required to maintain under the terms of this Agreement. The City's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

6. Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, to litigation or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions. The parties shall select one or more mediators acceptable to each party. Each party agrees to bear its own costs in mediation.

6.2 The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

7. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given:

If to City:

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to Blue Ridge Fire District:

John Banning, Chief
Blue Ridge Fire District
5023 Enchanted Lane
Happy Jack, Arizona 86024

Copy to:

Chief of Police
Flagstaff Police Department
911 E. Sawmill Road
Flagstaff, Arizona 86001

8. General Provisions

8.1 Maintenance. Maintenance of the FPD dispatch center and all on-premise Public Safety Answering Point (PSAP) and radio equipment shall be the sole responsibility of the FPD.

8.2 Status of Employees. Employees of the respective parties shall not be considered employees or agents of the other, and the City and the District agree that they shall retain sole responsibility and authority over their respective employees.

8.3 Authorization to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

8.4 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. Except as to modifications to Attachment A to this Agreement as set forth in Section 3.3, this Agreement may be modified or amended only by written agreement signed by both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified.

8.5 Cancellation for Conflict of Interest. Pursuant to Arizona Revised Statutes Section 38-511, either the City or the District may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

8.6 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written above.

City of Flagstaff

Gerald Nabours, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Blue Ridge Fire District

John Banning, Chief

Attest:

Board Clerk

Approved as to from:

County Attorney

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jennifer Brown, Special Services Manager
Co-Submitter: Stacey Brechler-Knaggs
Date: 05/25/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Approval of Grant Application to the U.S Department of Justice, FY 2016 Edward Byrne Memorial Justice Assistance Grant in the amount of \$22,799.00.

RECOMMENDED ACTION:

Approve the submission of a Grant Application and authorized acceptance upon award for the U. S Department of Justice, FY 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) for an amount of \$22,799.

Executive Summary:

Approval of the grant in the amount of \$22,799 will greatly assist in providing overtime funds for community policing and property crime interdiction initiatives. The Coconino County Sheriff's Office will utilize funds to purchase an electronic recording system for use in criminal investigations.

Financial Impact:

Expenditures and revenues related to this grant are budgeted within the Police Grants Section. There is no match required for this grant.

Connection to Council Goal and/or Regional Plan:

4) Develop and implement guiding principles that address public safety service levels through appropriate staff levels

Has There Been Previous Council Decision on This:

Yes - requested JAG grant application for FY 2015 on June 08, 2015.

Options and Alternatives:

Approve the grant application process. Disapprove the grant application process.

Background/History:

The U.S Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA), was created in 1984 to provide federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and spend funds where they are most needed. The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state.

Key Considerations:

The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state. The City has been certified as disparate and must submit a joint application for the aggregate of funds allocated. The JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. The disparate allocation occurs when the City is scheduled to received one and one half times more than County, while the County bears more than 50% of the costs of prosecution of incarceration that arise for Part 1 violent crimes committed in the city. City funds will be used to supplement overtime for community policing and property crime interdiction initiatives. As our citizens request additional patrols or when we identify an area that would benefit from additional police presence, these funds will be a key factor in assuring that we can provide these necessary services. As part of the joint application process an IGA is required to be submitted to the funding agency indicating who will serve as applicant/fiscal agent for the joint funds. The IGA will authorize payment to the County in the amount of \$6,840 for the JAG funds.

Expanded Financial Considerations:

Financial Implications: The FY16 JAG funds have been allocated in the amount of \$22,799 of which the City agrees to pay the County a total of \$6,840 for the purchase of an electronic recording system for use in criminal investigation interviews. The City amount of \$14,363 will be used for directed patrol initiatives, with the remaining balance of \$1,596 to be used for allowable administrative costs for the City as the applicant/fiscal agent. This grant will fund approximately 239 staff-hours of discretionary overtime for officers. As our economy continues to struggle, the financial impact of these funds cannot be understated. Without these additional funds, the Flagstaff Police Department will be hard pressed to conduct proactive directed patrol efforts without going over budget on overtime.

Community Benefits and Considerations:

These funds will assist the Flagstaff Police Department and the Coconino County Sheriff's Office to prevent and control crime, administer justice and assist crime victims.

Community Involvement:

Empower: The law-abiding citizens of our community deserve and expect our streets and neighborhoods to be places where they feel safe. The numerous letters, comments and accolades the Flagstaff Police Department receives from citizens reinforce the need for these beneficial proactive programs.

Attachments: [FY16 JAG SF 424 Application](#)
 [FY16 JAG Narrative 1](#)
 [FY16 JAG Narrative 2](#)

FY16 JAG Narrative 3

FY16 JAG Narrative 4

Disclosure of Lobbying Activities

City Applicant Disclosure

Terms & Conditions-Assurances

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name	Organizational Unit	
City of Flagstaff	Flagstaff Police Department	
Address	Name and telephone number of the person to be contacted on matters involving this application	
City Hall, 211 West Aspen Flagstaff, Arizona 86001-5359	Brehler-Knaggs, Stacey (928) 779-7662	
6. EMPLOYER IDENTIFICATION NUMBER (EIN)	7. TYPE OF APPLICANT	
86-6000244	Municipal	
8. TYPE OF APPLICATION	9. NAME OF FEDERAL AGENCY	
New	Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT	
NUMBER: 16.738	The Flagstaff Police Department is applying for \$22,799 under the purpose of LAW ENFORCEMENT PROGRAMS. The \$14,363 will fund approximately 319 person hours of discretionary overtime for officers. As the economy continues to struggle, budget cuts and economic crisis increase the likelihood of crimes therefore the financial impact of these funds cannot be minimized. We will be hard-pressed to meet minimum manning levels and respond to emergencies without going over budget on overtime, even without manning the extra programs the community has come to expect. the remaining \$1,596 will be used for the allowable 7.86% administrative costs for the City as the applicant/fiscal agent.	
CFDA Edward Byrne Memorial Justice Assistance		
TITLE: Grant Program		

12. AREAS AFFECTED BY PROJECT

We know our strategies work - in calendar year 2015 alone we were able to focus on Part One Crimes, Property Crimes and work in the reduction of DWI related collisions. The department's effective and consistent application of the methods and principles of CompStat and Community Policing have improved the safety and quality of life for the citizens of Flagstaff.

13. PROPOSED PROJECT

Start Date: October 01, 2016

End Date: September 30, 2017

14. CONGRESSIONAL DISTRICTS OF

a. Applicant

b. Project AZ01

15. ESTIMATED FUNDING

Federal \$22,799

Applicant \$0

State \$0

Local \$0

Other \$0

Program Income \$0

TOTAL \$22,799

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

Program has not been selected by state for review

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2016 LOCAL SOLICITATION**

PROGRAM NARRATIVE (Attachment 1)

The Employer Identification Number (EIN) on the SF-424 is the City of Flagstaff Municipal Government EIN. The Flagstaff Police Department has a vendor number that is 86-6000282, please use EIN listed on the SF-424. The City of Flagstaff's DUNS number is 088302625, valid until 07/16/2015 03/09/2017. The Coconino County's DUNS number is 838150878, valid until 10/11/2016

Program Objectives

Flagstaff Police Department (FPD) –

FPD is applying for \$22,799 under the purpose of: LAW ENFORCEMENT PROGRAMS. The \$14,363 will fund approximately 239 person-hours of discretionary overtime for officers. As the economy continues to struggle, budget cuts and economic crisis increase the likelihood of crimes therefore the financial impact of these funds cannot be minimized. We will be hard-pressed to meet minimum manning levels and respond to emergencies without going over budget on overtime, even without manning the extra programs that the community has come to expect. The remaining \$1,596 will be used for the allowable 10% administrative costs for the City as the applicant/fiscal agent.

Coconino County Sheriff's Office (CCSO) –

CCSO is applying for \$6,840 under the purpose of: LAW ENFORCEMENT PROGRAMS. The funds will be used to purchase an electronic recording system for use in criminal investigations interviews. A central objective of the criminal justice system is to accurately ascertain the facts surrounding criminal offenses in order to correctly identify the perpetrators so that they may be brought to justice.

Organization Capabilities/Competencies

FPD - We know our strategies work – in calendar year 2015 alone we were able to focus on Part One crimes, Property crime and work in the reduction of DWI related collisions. The department's effective and consistent application of the methods and principles of CompStat and Community Policing have improved the safety and quality of life for the citizens of Flagstaff.

The City of Flagstaff Grants Management Team (GMT) is composed of the Grants Manager, Grants Specialist, Financial Officer/Accountant, and the Project Representative. This team approach has assured the city's success in grant compliance from award to closeout. The GMT ensures all terms and conditions of the grant agreement are followed, provides the necessary financial and performance reports, monitors grant and contract performance, and that all evaluation, audit and closeout procedures are met.

The City of Flagstaff has a full time Grants Manager position which involves researching, monitoring, and applying for available municipal related grants, monitoring, implementing, evaluating, and assuring the compliance of terms and conditions, and in general, is the central coordinator for all grants, which may involve internal auditing and holding others accountable for proper grant compliance. The Grants Specialist position provides support to the Grant Manager

in these functions. The Accountants assigned to the grants have a high level of technical expertise in governmental budgeting and accounting. In addition, the Project Representatives have extensive knowledge in the targeted areas in which they are seeking funds and administering the funded programs.

The City receives numerous federal grants, which are audited yearly by an Independent Auditor on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB 2 CFR Part 200. The Single Audit Report, Schedule of Expenditures of Federal Awards for the past five years, have reflected no audit findings.

The Coconino County Sheriff's Office is highly capable of implementing this project. Key players have been identified to oversee this project. We have a full time Grants Manager that will monitor, evaluate and assure the compliance of terms and conditions, and coordinate the implementation and reporting of the project. We have a Criminal Investigations Lieutenant that will coordinate with the County Purchasing Manager to assess vendor presentations and bids, as well as oversee the implementation of the equipment.

Program Activities - Design and Implementation

FPD – When not actively responding to citizen initiated calls for service, officers will use these funds to conduct proactive enforcement and education in neighborhoods and business areas to reduce crime and improve quality of life. These funds will pay for 208 hours of officer overtime, which will help preserve jobs and be a huge economic benefit to staff. Adding so many hours of “feet-on-the-street” for these community policing, Neighborhood Block Watch and CompStat initiatives will greatly enhance all our efforts toward our public safety mission.

Community Policing programs provide positive community relationships and excellent customer service to the community. Programs included in community policing include the following:

Neighborhood Block Watch: Neighborhood Block Watch meetings serve as a forum for officers to reach the public. Officers attend community support meetings bi-monthly to identify community concerns and crime patterns and make community policing contacts in the form of educational presentations and clean-up projects. In addition to sharing of information, officers develop problem-solving strategies which result in special enforcement projects, surveillances and “knock and talk” details.

CompStat is a multifaceted, dynamic approach to crime reduction. Data is collected, disseminated and analyzed on a regular basis so that effective strategies and tactics can be developed to prevent or solve crimes. Using these strategies, department personnel and resources are rapidly deployed. CompStat is a valuable tool for the Flagstaff Police Department and effectively reduces crime and protects property.

CCSO: We will enter into a Memorandum of Understanding (MOU) with the City of Flagstaff. Once this document has been fully executed, we will obtain approval from the County to purchase the equipment. We will coordinate with the vendor for installation and officer training.

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Project Plan - Impact/Outcomes, Evaluation, and Sustainment

FPD - In line with our community policing philosophy, field personnel use problem-solving methods to address crime, fear of crime and quality of life issues. In addition to sharing information, officers develop problem-solving strategies which resulted in numerous special enforcement projects, surveillances, and assisting nearby agencies with local projects. Many of these activities are a direct result of increased criminal activities in a specific location or neighborhood and the citizen complaints or concerns over these activities. Our various "Safe" programs - Safe Streets, Safe Nights, and Safe Neighborhoods - are examples of programs that have been welcomed by our citizens and merchants. The law abiding citizens of our community deserve and expect our streets and neighborhoods to be places where they feel safe. The numerous letters, comments and accolades we receive from citizens reinforce the need for these beneficial programs.

Officers apply CompStat process to address citizens concerns of criminal activity, fear of crime and public intoxication in high crime areas. Specific initiatives, directed patrol efforts, and undercover surveillance have proved extremely effective. Officers also worked closely with community members to improve the environmental design and security of high traffic/high crime locations.

CCSO- Implementing a new electronic recording system to utilize during investigative interviews will enhance the fact-finding power of the criminal justice system through procedures designed to present the best quality of evidence possible in the courtroom.

The Sheriff's Office has policy in place to ensure electronic evidence is handled and preserved properly, and to prevent loss or premature destruction. The equipment will be added to our inventory and sustained in our budget.

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2016 LOCAL SOLICITATION**

BUDGET NARRATIVE (Attachment 2)

The \$22,799 JAG funds will be divided between the disparate City of Flagstaff (\$15,959), Flagstaff Police Department (FPD) and Coconino County Sheriff's Office (CCSO) (\$6,840). The City share is slated to be used for discretionary overtime for our Officers to carry out Community Policing programs and CompStat initiatives.

CITY OF FLAGSTAFF –

Overtime Cost	Approx. Hrs.	Approx. Hrly Wage (includes ERE)	Total
Police Officer	239	\$ 60.00	\$14,363
City Administrative Costs	10%		\$1,596

Fringe Benefits – Fringe benefits are for the personnel listed in budget category B and only for the percentage of time devoted to the project. The fringe benefits on overtime hours are only for FICA; Workman's Compensation, Arizona Public Safety Personnel Retirement employer's contribution, and Long Term Disability benefit. The percentages shown for these items on the Budget Detail Worksheet are the City of Flagstaff's burden rates for police officers' overtime hours.

The remaining \$1,596 will be applied to the associated administrative costs, bringing the City of Flagstaff's total to \$15,959. Administrative fees include costs associated with distributing the funds, monitoring the award, submitting reports (financial & progress), procurement, and closeout.

COCONINO COUNTY SHERIFFS OFFICE -

Coconino County will use the \$6,840 to purchase an electronic recording system for custodial interviews.

Electronic Recording System	\$6,840.00
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**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2016 LOCAL SOLICITATION**

REVIEW NARRATIVE (Attachment 3)

The City Staff Summary Report for the FY 2016 JAG grant application and the Intergovernmental Agreement will be presented at the June 21, 2016 City Council meeting. These meetings are open to the public and posted in City Hall and on the City's website. To comment on an item that is on the agenda citizens are asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, their name will be called to address the council and provide comment.

In addition, the Coconino County Board of Supervisors will address an agenda item on June 21, 2016, certifying approval of the grant application and an Intergovernmental Agreement between the disparate City of Flagstaff and Coconino County. The County Board meetings are also open to the public to comment on any agenda item.

This year's City funds will be spent to supplement overtime for officer's community policing, special task forces and CompStat initiatives. These funds will pay for approximately 239 hours of Officer overtime which will help our efforts to prevent or reduce property crime and violence. Finally, adding so many "feet-on-the-street" for these important public safety initiatives will greatly enhance all our efforts toward our core mission.

The designated Coconino County funds will be utilized to purchase an electronic recording system to be used in investigative interviews.

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2016 LOCAL SOLICITATION**

ABSTRACT (Attachment 4)

Applicant's Name: City of Flagstaff, Flagstaff Police Department (FPD)

Title of Project: FPD & CCSO – FY 2016 JAG Program

Goals:

FPD - Funding to pay for approximately 239 hours of officer overtime, which will help our continued efforts to prevent or reduce crime and violence. In addition, funds to be used for allowable administrative costs for the City as the applicant/fiscal agent.

CCSO – The goal of this project is to purchase an electronic recording system that accurately captures statements, gestures, and body language of interviews with suspects, victims, and witnesses.

Description of Strategies:

FPD has a proven track record of establishing and maintaining crime prevention programs that elicit cooperation between community members and law enforcement personnel to control, detect and investigate crime. Using Community Policing principles and a CompStat policing model we have achieved a multifaceted, dynamic approach to crime reduction, improving quality of life and resource allocation. Crime data is collected, disseminated and analyzed on a regular basis so that effective strategies and tactics can be developed to prevent or solve crimes. Using CompStat data, department personnel and resources are rapidly deployed to most effectively reduce crime and protect property and relentless follow-up and assessment helps ensure results are achieved.

The Coconino County Sheriff's Office works very closely with the County Attorney's Office to prosecute criminal cases. Both agencies agree that recorded interviews with suspects, victims and witnesses capture not only audible statements, but gestures and body language. The recordings have proven to be an effective investigative tool for several reasons.

First, recording preserves the details of a statement that may have been overlooked initially, but subsequently became important. Detectives can then review the interview as a case unfolds and in light of subsequent evidence. In addition, recording allows detectives to more effectively present the results of their interrogations in court.

Second, electronic recording allows officers to more effectively interrogate suspects and elicit admissions and confessions. By recording rather than taking notes, detectives can focus better on their interrogation strategy and can obtain information from suspects, who are less defensive when officers are not taking notes. In multi-perpetrator cases, detectives can use videotaped statements against co-conspirators more effectively than written statements (which some suspects might think are fabricated). Recordings help detectives better prepare for the interrogation of subsequent suspects as well.

Project Identifiers:

The five project identifiers that meet the criteria for the Edward Byrne Memorial Justice Assistance grant are Community Policing, Community Based Programs, Policing, Crime Prevention and Overtime.

CCSO – The project identifiers that meet the criteria for the FFY16 Edward Byrne Memorial Justice Assistance grant are Community Policing, Community Prosecution, Equipment – Video/Audio, Policing, and System Improvements,

Major Deliverables:

FPD – Approximately 239 hours of officer overtime, which will help our efforts to prevent or reduce crime and violence and allowable administrative costs.

CCSO – Will purchase and implement an electronic recording system for investigative interviews.

Coordination Plans:

FPD – Administer Officer Overtime to achieve the project goal by the end of the grant period.

CCSO – We will enter into a Memorandum of Understanding (MOU) with the City of Flagstaff. Once this document has been fully executed, we will obtain approval from the County to purchase the equipment and train officers on its use.

This grant will not coordinate with any other justice-related funding and will be used solely for overtime by the City of Flagstaff and for the purchase of the electronic recording system for the County.

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2016 LOCAL SOLICITATION**

APPLICANT DISCLOSURE OF PENDING APPLICATIONS

The City of Flagstaff **does not** have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

EXHIBIT A

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2016

Mandatory Award Terms and Conditions

Applicants selected for award must agree to comply with the mandatory award terms and conditions listed below. Additional terms and conditions may be placed on an award depending on the statutory and legislative requirements of the program, the risk assessment of the applicant, and other reasons OJP determines necessary to fulfill the goals and objectives of the program.

[Applicability of Part 200 Uniform Requirements](#)

[Financial Guide](#)

[Civil Rights: EEOP](#)

[Audit - States, Units of Local Government, or Non-Profit Organizations](#)

[Use of Federal Funds](#)

[Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct](#)

[May not restrict reporting of fraud, waste, and abuse to federal government](#)

[Prohibit Use of Funds for ACORN and its Subsidiaries](#)

[High-risk](#)

[Registration with the System for Award Management and Universal Identifier Requirements](#)

[Text Messaging Policy](#)

[Conference Costs](#)

[Training Guiding Principles for Awardees](#)

[Reporting of Potential Duplication of Federal Funding for Identical Cost Items](#)

[Nondiscrimination in Programs Involving Students](#)

[Computer Network Requirement](#)

[De minimis indirect cost rate - statement to OJP on eligibility and election](#)

[Performance Measurement](#)

Applicability of Part 200 Uniform Requirements

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the [2015 DOJ Grants Financial Guide](#)).

Civil Rights: EEOP

The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.

Audit - States, Units of Local Government, or Non-Profit Organizations

The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Use of Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

May not restrict reporting of fraud, waste, and abuse to federal government

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Prohibit Use of Funds for ACORN and its Subsidiaries

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

High-risk

The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee.

Registration with the System for Award Management and Universal Identifier Requirements

The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Text Messaging Policy

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Conference Costs

The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as [section 3.10](#) of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

Training Guiding Principles for Awardees

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

Reporting of Potential Duplication of Federal Funding for Identical Cost Items

The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

Nondiscrimination in Programs Involving Students

The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Computer Network Requirement

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

"De minimis" indirect cost rate - statement to OJP on eligibility and election

A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

Performance Measurement

The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has

received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN:

Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Close Window



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jennifer Brown, Special Services Manager
Co-Submitter: Stacey Brechler-Knaggs
Date: 05/25/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Approval of Grant Application: Intergovernmental Agreement (IGA) between the City of Flagstaff and Coconino County for submission of a grant application and approval upon award to the U.S. Department of Justice, FY 2016 Edward Byrne Memorial Justice Assistance (JAG) Grant.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement with Coconino County for the FY 2016 Edward Byrne Memorial Justice Assistance Grant in an amount of \$6,840 for the Coconino County Sheriff's Office to utilize for the purchase of an electronic recording system for use in criminal investigations.

Executive Summary:

Approval of the IGA will enable the City of Flagstaff to pass through U.S. Department of Justice funding to the Coconino County Sheriff's Department for an electronic recording system for criminal investigations.

Financial Impact:

Expenditures and revenues related to this grant are budgeted within the Police Grants Section. There is no match required for this grant.

Connection to Council Goal and/or Regional Plan:

4) Develop and implement guiding principles that address public safety service levels through appropriate staff levels.

Has There Been Previous Council Decision on This:

Yes - requested JAG grant application for FY 2015 on June 08, 2015.

Options and Alternatives:

Approve the IGA between the City and County. Reject the IGA between the City and County.

Background/History:

The U.S Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA), was created in 1984 to provide federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and spend funds where they are most needed. The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state.

Key Considerations:

The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state. The City has been certified as disparate and must submit a joint application for the aggregate of funds allocated. The JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. The disparate allocation occurs when the City is scheduled to received one and one half times more than County, while the County bears more than 50% of the costs of prosecution of incarceration that arise for Part 1 violent crimes committed in the city. City funds will be used to supplement overtime for community policing and property crime interdiction initiatives. As our citizens request additional patrols or when we identify an area that would benefit from additional police presence, these funds will be a key factor in assuring that we can provide these necessary services. As part of the joint application process an IGA is required to be submitted to the funding agency indicating who will serve as applicant/fiscal agent for the joint funds. The IGA will authorize payment to the County in the amount of \$6,840 for the JAG funds.

Expanded Financial Considerations:

The FY 2016 JAG funds have been allocated in the amount of \$22,799, of which the City agrees to pass through the County a total of \$6,840 to purchase an electronic recording system to use for criminal investigations.

Community Benefits and Considerations:

These funds will assist the Flagstaff Police Department and the Coconino County Sheriff's Office to prevent and control crime, administer justice and assist crime victims.

Community Involvement:

Inform the Council and public on the application of this grant and intended use of these funds.

Expanded Options and Alternatives:

1. Approve as recommended. 2. Reject IGA with the County and potentially reduce the full funding to City and County, which will make the City of Flagstaff ineligible for the grant.

Attachments: IGA County and City

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF, AZ AND COUNTY OF COCONINO, AZ

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2016 LOCAL SOLICITATION / CFDA #16.738

This Agreement is made and entered into this ____ day of _____, 2016, by and between COCONINO COUNTY, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of FLAGSTAFF, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Coconino County, State of Arizona:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statutes Section 11-952 as a joint exercise of powers; and,

WHEREAS, both parties are required to enter into this Intergovernmental Agreement as co-applicants of a grant under Edward Byrne Memorial Justice Assistance Grant Program and to designate a fiscal agent for purposes of administering grant funds; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to serve as fiscal agent for purposes of accepting the JAG program grant award and to pay COUNTY a total of \$6,840 of JAG funds.

Section 2.

COUNTY agrees to use \$6,840 for the purposes outlined in the FY 2016 JAG Program award period of October 1, 2015 through September 30, 2017.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against either party other than claims for which liability may be imposed by the Federal Tort Claims Act. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. Neither party agrees to indemnify or hold harmless the other party.

Section 5.

Notwithstanding any other provision contained herein, this Agreement may be terminated if either party does not receive sufficient grant funds to carry out their purposes under the JAG program. Each party agrees to appropriate funds to continue its effort to apply for funding from the JAG program. If JAG funds are not awarded, the obligations of the parties shall terminate.

Section 6.

Before this Agreement can become effective and binding on either party, it must be approved by the respective governing bodies and the legal counsel of each party.

Section 7.

This Agreement shall remain in effect for the period of October 1, 2015, through September 30, 2017.

Section 8.

The County and the City, as co-applicants, agree to comply with the and Mandatory Award Terms and Conditions, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, and Standard Assurances provisions attached as Exhibit A to this Agreement.

Section 9.

This Agreement may be cancelled pursuant to Arizona Revised Statutes Section 38-511.

Approved by Resolution of the respective governing bodies hereto:

Dated: _____ Dated: _____

CITY OF FLAGSTAFF, AZ

COUNTY OF COCONINO, AZ

Gerald W. Nabours, Mayor

Lena Fowler, Chair

ATTEST:

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM AND PROPER
AUTHORITY:

APPROVED AS TO FORM AND PROPER
AUTHORITY:

City Attorney

Deputy County Attorney

EXHIBIT A

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2016

Mandatory Award Terms and Conditions

Applicants selected for award must agree to comply with the mandatory award terms and conditions listed below. Additional terms and conditions may be placed on an award depending on the statutory and legislative requirements of the program, the risk assessment of the applicant, and other reasons OJP determines necessary to fulfill the goals and objectives of the program.

[Applicability of Part 200 Uniform Requirements](#)

[Financial Guide](#)

[Civil Rights: EEOP](#)

[Audit - States, Units of Local Government, or Non-Profit Organizations](#)

[Use of Federal Funds](#)

[Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct](#)

[May not restrict reporting of fraud, waste, and abuse to federal government](#)

[Prohibit Use of Funds for ACORN and its Subsidiaries](#)

[High-risk](#)

[Registration with the System for Award Management and Universal Identifier Requirements](#)

[Text Messaging Policy](#)

[Conference Costs](#)

[Training Guiding Principles for Awardees](#)

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[Nondiscrimination in Programs Involving Students](#)

[Computer Network Requirement](#)

[De minimis indirect cost rate - statement to OJP on eligibility and election](#)

[Performance Measurement](#)

Applicability of Part 200 Uniform Requirements

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the [2015 DOJ Grants Financial Guide](#)).

Civil Rights: EEOP

The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.

Audit - States, Units of Local Government, or Non-Profit Organizations

The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Use of Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

May not restrict reporting of fraud, waste, and abuse to federal government

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Prohibit Use of Funds for ACORN and its Subsidiaries

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

High-risk

The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee.

Registration with the System for Award Management and Universal Identifier Requirements

The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as [section 3.10](#) of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

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The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

Reporting of Potential Duplication of Federal Funding for Identical Cost Items

The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

Nondiscrimination in Programs Involving Students

The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Computer Network Requirement

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

"De minimis" indirect cost rate - statement to OJP on eligibility and election

A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

Performance Measurement

The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has

received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN:

Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Close Window



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sandy Corder, Interim Revenue Director
Co-Submitter: Rick Tadder
Date: 06/02/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Approval: Utility Accounts and Miscellaneous Account Receivable Write-offs: Delinquency and Uncollectable Accounts for Fiscal Year 2016.

RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectable utility accounts and miscellaneous account receivables in the amount of \$97,656.53.

Executive Summary:

Generally accepted business practices allow for the write-off of uncollectable accounts annually. City staff has exhausted collection efforts on the eligible accounts and will no longer actively collect on them. Where possible, any amounts due are applied to a customer's credit. As a result, debt that has previously been written-off is occasionally paid sometime later to clear a customer's outstanding debt. Pursuant to state law, delinquent account information is not subject to public release.

Financial Impact:

None. Each year, the City anticipates that there will be uncollectable utility accounts and miscellaneous account receivables and reserves an amount at year end for these accounts.

Connection to Council Goal and/or Regional Plan:

Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

Previous Council Decision on This:

No.

Options and Alternatives:

- Authorize the write-off of uncollectable utility accounts and miscellaneous account receivables.
- Do not authorize the write-off of uncollectable utility accounts and miscellaneous account receivables and continue collection efforts.

Background/History:

Before any account is eligible for write-off, staff must initiate collection efforts on each account after it becomes delinquent. When collection efforts are exhausted, the account is eligible for write-off. If possible, any amounts due are applied to the customer's credit. If placed on the customer's credit, the amount owed remains active for 7 years after the delinquency date. Application against the credit of the debtor may lead to the recovery of some of the delinquent amounts in the future. This often occurs when customers apply for credit via other avenues (i.e., mortgages, car loans, apartment rentals, etc.).

Total utility revenues in FY16 are estimated at \$35.4 million and miscellaneous accounts receivables at \$9 million. The write-offs are \$89,421.85 for utilities or approximately .25% of the estimated total amount and \$8,234.68 or .09% of the total amount for miscellaneous accounts. The number decreased in FY16 due to increased deposits and enhanced collection processes discussed in more detail below.

The first significant change was the approval by City Council in summer 2014 to increase the utility deposit for residential and commercial customers. This still continues to be a driving factor in reducing the number of utility write-offs. Residential customer deposits went from \$25 to \$150 and commercial customer deposits went from a time-intensive calculated rate to a flat rate of \$300. When customers do not pay a past due bill and do not respond to collection efforts, the City is able to recoup a higher percentage of the delinquent amount by applying the higher deposit figure to the outstanding balance. Additionally, the higher deposit typically covers the amount due on final bills, reducing write-offs from customers who have moved and have not provided an accurate forwarding address.

The other significant change is a revision in the collection process. Staff are contacting customers more timely after their account has closed and before postal delivery forwarding orders have expired. These notifications inform customers the intent to turn their account to a credit reporting agency if a final bill is not paid.

Plans to further improve the collection processes include contacting customers via email and text messaging, when unable to contact them by phone.

Pursuant to state law, delinquent account information is not subject to public release.

Utility Account Write-offs and Breakdown Summary (5 Year History)

Write-Off Year	Utilities	Public Works	Storm Water	Taxes	Total/Write Off	Annual Amount Billed	% of Amt Billed
FY16	\$ 71,358.64	\$ 12,519.06	\$ 2,861.50	\$ 2,682.66	\$ 89,421.85	\$ 35,400,000.00	0.25%
FY15	\$ 132,635.22	\$ 44,038.55	\$ 6,072.83	\$ 6,020.44	\$ 188,767.04	\$ 33,800,000.00	0.56%
FY14	\$ 151,638.97	\$ 27,091.03	\$ 6,032.78	\$ 6,335.03	\$ 191,097.81	\$ 33,200,000.00	0.58%
FY13	\$ 86,993.14	\$ 26,226.11	\$ 4,407.71	\$ 3,673.68	\$ 121,300.64	\$ 33,200,000.00	0.37%
FY12	\$ 67,007.20	\$ 23,647.05	\$ 3,848.82	\$ 2,695.28	\$ 97,198.35	\$ 29,800,000.00	0.33%
FY11	\$ 67,007.20	\$ 23,647.05	\$ 3,848.82	\$ 2,695.28	\$ 41,508.08	\$ 26,100,000.00	0.16%

Utility Disconnects Per Calendar Year

Calendar Year	Number of Disconnects
2016	1,361
2015	1,000
2014	1,605
2013	505
2012	398
2011	382
2010	1,025
2009	1,388

Other Utility Write-off Breakdown Information

Write-Off Year	Total # of Accounts	# of Accounts Greater Than \$1,000	# of Accounts Between \$500 and \$1,000	# of Accounts between \$0 and \$500
FY16	380	7	21	352
FY15	525	35	77	413
FY14	479	30	74	375
FY13	487	14	40	433

Miscellaneous Accounts Receivable Write-offs (5 Year History)

Write-Off Year	Total/Write Off	Amount Billed	% of Amt Billed
FY16	\$ 8,234.68	\$ 9,055,170.00	0.09%
FY15	\$ 31,095.45	\$ 5,488,125.77	0.57%
FY14	\$ 2,125.86	\$ 8,000,000.00	0.03%
FY13	\$ 3,831.73	\$ 9,400,000.00	0.04%
FY12	\$ 33,322.21	\$ 11,100,000.00	0.30%
FY11	\$ 77,420.61	\$ 12,500,000.00	0.62%

Key Considerations:

Staff, using billing statements, letters, and telephone calls, has worked the write-off accounts. When customers fail to make payments, they may be denied access to future City services. If a customer opens a new account, the previous balance is transferred to the new account. If there is no new account and when possible the amount owed is reported to a credit agency.

Expanded Financial Considerations:

It is sound financial management practice to reduce assets to reflect their true valuation. Failure to write-off accounts deemed uncollectable overstates the asset value of the City.

Community Benefits and Considerations:

Improvement in collection processes, increased deposit amounts, and improved expediency in disconnects for delinquent accounts has contributed to lower amounts owed by customers who have fallen behind in their utility bills. This has resulted in their ability to establish payment arrangements and work cooperatively with the City to avoid a write-off situation.

Community Involvement:

~~Inform. Yearly write-offs ensure that the City is following generally accepted business practices.

Expanded Options and Alternatives:

None.

Attachments:

No file(s) attached.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Walt Miller, Deputy Chief
Co-Submitter: Damian Gallegos
Date: 05/10/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Approval of Contract: Animal Shelter Services

RECOMMENDED ACTION:

Approve the Contract with the Coconino Humane Association to provide animal shelter services for the City of Flagstaff for an annual fee of \$250,000 for the initial term of three (3) years with the possibility of four (4) one year extensions upon mutual written agreement.

Executive Summary:

The Coconino Humane Association provides services to the City of Flagstaff for the acceptance of stray animals that are picked up by Animal Control Officers or brought to the shelter by private citizens. Under this contract, the Coconino Humane Association shall provide and perform animal control professional services in conformity with the National Animal Control Association (NACA) policies. The services and related programs under this contract include adoption, shelter, spaying, and neutering, licensing, vaccinations, euthanasia and community outreach.

Financial Impact:

The annual fee for these services will be \$250,000. The FY2017 adopted budget totaling \$250,000 for these services is in account # 001-09-402-1311-1-4273.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

Has There Been Previous Council Decision on This:

Yes. October, 2015, Council Meeting.

Options and Alternatives:

- 1.) Approve the contract with the Coconino Humane Association. This contract will provide animal control professional services for the City of Flagstaff.
- 2.) Not approve this contract.

Background/History:

The City has contracted with the Coconino Humane Association to provide animal shelter services for approximately 16 years. The Coconino Humane Association is and always has been the only organization in Flagstaff that can provide much needed program services, including: adoption, shelter, spaying and neutering, licensing, vaccinations, euthanasia and community outreach and provide and perform these animal control services in conformity with the National Animal Control Association (NACA) policies. Over the years, when a formal competitive Request for Proposals (RFP) has been conducted, the Coconino Humane Association has been the only organization that has responded to the City's RFP. The Purchasing Department conducted a formal Request for Proposal process that opened on March 8, 2016 and closed on March 24, 2016 at 3:00pm. The Purchasing Department reached out to Second Chance as well as CHA to advise that the RFP was now open. The City of Flagstaff only received one response from Coconino Humane Association. After reviewing the proposal, negotiations began with CHA. After negotiations with CHA, the Purchasing Department was able to negotiate a contract in the amount of \$250,000.00 for all twenty four proposed services.

Key Considerations:

Local Flagstaff organization animal shelter services is a critical need for the City of Flagstaff and currently, the Coconino Humane Association is the only Flagstaff organization expressing interest in providing the professional service programs we are in critical need of.

Expanded Financial Considerations:

The City of Flagstaff was able to negotiate a \$40,000.00 savings from the original proposal. The Coconino Humane Association has not received an increase in their services for more than 7 years. The original proposal came in at \$290,000.00 and the City of Flagstaff was able to negotiate a cost of \$250,000.00.

Community Benefits and Considerations:

The City of Flagstaff benefits by having an available facility that will accept, provide shelter for and adopt stray dogs and cats.

Community Involvement:

Inform
Consult
Involve
Collaborate

Expanded Options and Alternatives:

Attachments: Proposed Contract
 Insurance Certificate

CONTRACT ANIMAL SHELTER SERVICES

Contract No. 2016-50

This Contract is entered into this 1st day of July, 2016 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Coconino Humane Association at PO Box 66, Flagstaff, AZ. 86002.

WHEREAS, the City of Flagstaff desires to receive, and CHA is able to provide materials and/or services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

[The purpose of this Request for Proposal (RFP) is to enter into a contract with an organization to provide Animal Shelter Services for stray animals within the City of Flagstaff.

The successful Proposer will provide and perform animal control professional services in conformity with the National Animal Control Association (NACA) policies. It is expected that the successful Proposer shall be licensed to operate programs such as: adoption, shelter, spaying and neutering, licensing, vaccinations, euthanasia and community outreach.

SERVICES

1. Maintain and operate an animal shelter.
2. Receive unwanted and stray animals from Flagstaff residents.
3. Receive animals impounded by City Animal Control Officers (including police officers) in the performance of their duties.
4. Impound animals involved in bite cases when necessary, and provide quarantine facilities as needed for other health and safety reasons.
5. Humanely euthanize animals not claimed or adopted, or as ordered by the Court. Contractor will follow the euthanasia policies set forth by the National Animal Control Association (NACA).
6. Develop optional policies that address the transfer of impounded animals over to "no-kill shelters" as allowed by state statute and at no additional charge to either party.
7. Collect all license and other fees as required by City ordinance, including, but not limited to fees for rabies shots and remit collected fees to the City on a monthly basis with the reports required by this contract.

8. Establish policies and procedures to insure rabies vaccination of all dogs which are either claimed or adopted.
9. Submit a monthly report to the City detailing each month's activity, including fees collected, animals impounded, and disposition of each animal.
10. Comply with all Federal, State, County and municipal laws, ordinances, rules or regulations applicable to performance of these services. This specifically includes all laws, ordinances, rules or regulations pertaining to humane treatment, euthanasia, spay/neuter, and the reclaiming or adoption of animals.
11. Public Education (rabies, pet care, bite safety etc.)
12. Vaccinations upon intake (Core Dog/Cat- AVMA recommended)
13. Adoption Services
15. Low cost spay/neuter services for dogs/cats
16. Lost and Found
17. Pet Food Bank for low income assistance
18. Low cost euthanasia services
19. Animal rescue
20. Rabies processing center
21. City Court, Coconino County Superior Court, and Coconino County Probations approved Community Services provider
22. Animal Cruelty Investigations (City of Flagstaff only)
23. Animal Control and Police Officer Assistance 24 hours a day at shelter and offsite (City of Flagstaff only)
24. Animal Ambulance Service for ill/injured (stray) –24 hours a day (City of Flagstaff only)
25. Emergency Veterinary Medical Care ill/injured stray animals (Coconino County pays their medical bills)

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor the compensation described in Exhibit A at \$250,000.00 per year for the initial period of three (3) years. Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than \$50,000; otherwise City Council approval is required.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated in this Contractor by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C. [OPTION: If no insurance required, replace sentence and type "Reserved.]"
5. Contract Term: The Contract term is for a period of three (3) years with the option of four (4) one year extensions with mutual written agreement. The contract will commence on July 1, 2016 and continuing through June 30, 2023.
6. Renewal: This Contract may be renewed or extended [OPTION: for up to four (4) additional one year extensions by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice. Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Damian Gallegos

To Contractor:
Michelle Ryan

City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
dgallegos@flagstaffaz.gov

Coconino Humane Association
P.O. Box 66
Flagstaff, AZ. 86001
michelle@coconinohumane.org

With a copy to:

With a copy to:

8. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name:_____

Title:_____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued:_____, 20____

**EXHIBIT A
SCOPE OF WORK**

[ATTACH: Scope of Work described in Solicitation, including any Special Terms and Conditions (specific to this Contract), Specifications, and/or Contractor's response to Solicitation as accepted by City; approved Compensation and Schedule for Performance]

**EXHIBIT B
STANDARD TERMS AND CONDITIONS**

[ATTACH: City of Flagstaff Standard Terms and Conditions]

**EXHIBIT C
INSURANCE**

[ATTACH: City insurance requirements]

[OPTION: If Contract calls for a labor and materials bond and/or performance bond, select this option and attach bonds:

**EXHIBIT D
BOND(S)]**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCullough Insurance Agency Inc. P.O. Box 1000 420 N. Humphreys Flagstaff AZ 86002	CONTACT NAME: Bunny Alderete PHONE (A/C, No. Ext): (928) 774-3345 FAX (A/C, No): (928) 779-4561 E-MAIL ADDRESS: balderete@mcculloughinsurance.com
INSURED Coconino County Humane Assoc. P.O. Box 66 Flagstaff AZ 86002	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INSURANCE CO INSURER B: Owners Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 32700

COVERAGES

CERTIFICATE NUMBER: 15/16 MASTER

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	PHPK1243308	11/17/2015	11/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	UTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		4478540100	11/17/2015	11/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI split \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Flagstaff, its officers, officials, agents, and employees are hereby listed as Additional Insured as respects General Liability Per Form PH-GLD-HS (10/11) and Commercial Auto per form 89007. This insurance is Primary and Non-Contributory. The policy is endorsed to include a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Flagstaff, it's officers, officials, agents and employees per form PH-GLD-HS (10/11). Contract # 2016-50.

CERTIFICATE HOLDER

CANCELLATION

779-7656 City of Flagstaff Purchasing Department 211 W Aspen Flagstaff, AZ 86001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bunny Alderete/BUNNY
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**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brandi Suda, Finance Director
Date: 06/06/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Approval of Intergovernmental Agreement: Transit Service Intergovernmental Agreement between the City of Flagstaff and the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA).

RECOMMENDED ACTION:

Approve the Transit Service Intergovernmental Agreement between the City of Flagstaff and Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to provide public transportation services within the City.

Executive Summary:

The Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) is the transit agency in northern Arizona operating the Mountain Line, Mountain Lift and Mountain Link systems in Flagstaff. NAIPTA also coordinates with Campus Shuttle Service at Northern Arizona University. Established in 2001, NAIPTA has grown into a system that employs more than 75 people and transports nearly 2 million riders a year.

The proposed intergovernmental agreement allows for the continuation of public transportation services including fixed route transit services and paratransit services in compliance with the Americans with Disabilities Act and in accordance with the NAIPTA Flagstaff Regional Five Year and Long Range Transit Plan with the City's Transit Tax funding.

Financial Impact:

In 2008, city voters approved a dedicated Transaction Privilege Tax ("Transit Tax") of 0.295% for purposes of providing public transportation services.

The FY2017 Mountain Line and Mountain Lift expenditures budget is \$15,275,750 of which \$6,217,185 is provided through the Transit Tax. An additional \$7,593,485 is provided through Federal Transit Administration and Arizona Department of Transportation grants, and the remaining balance of \$1,465,081 comes from fares, Northern Arizona University, and other miscellaneous revenues.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 6) Provide a well-managed transportation system
- 10) Support and assist the most vulnerable

REGIONAL PLAN:

- T.1. Improve mobility and access throughout the region.
- T.2. Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

Yes. Council approved the previous Transit Service Intergovernmental Agreement with NAIPTA on June 20, 2006 with an effective date of July 1, 2006. The Amended Master Intergovernmental agreement for the continuation of NAIPTA was approved by Council on May 7, 2013 with an effective date of June 30, 2013.

Options and Alternatives:

- 1. Approve the Transit Service Intergovernmental Agreement as presented.
- 2. Proposed changes to the Transit Service Intergovernmental Agreement.
- 3. Reject the Transit Service Intergovernmental Agreement.

Background/History:

In May 2000, City of Flagstaff voters approved a transaction privilege tax dedicated to providing transit services in our community for a ten year period at a rate of 0.25% ("Transit Tax"). In May 2008, City of Flagstaff voters approved an extension of the 2000 Transit Tax for a 20 year term and increased the rate to 0.295%.

In addition, The Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) was formed under A.R.S Title 26, Chapter 28 via a Master Intergovernmental Agreement in March 2006. NAIPTA was formed to provide a regional approach to public transportation, to establish a shared governance structure, and to transfer liability for transit operations from the Counties and Cities to an entity whose sole function is the planning and delivery of public transportation services. The Master IGA was amended and restated in May 2013. Member agency signatories to the NAIPTA Master IGA are the Coconino County, City of Flagstaff, Northern Arizona University and Coconino County Community College District.

Under the terms of the Master IGA signed by NAIPTA member agencies, Service IGAs will be used to define the specific services that each member chooses to purchase from NAIPTA. By approving the Transit Services IGA with NAIPTA, these services will continue uninterrupted. Furthermore, NAIPTA annual budget request from the City will be approved through the City's annual budget process.

City staff and NAIPTA staff worked together on the revisions and updates to the Service IGA. Some key revisions include:

- Section 2.4 was added regarding transit stops
- Section 1.1.6 was added on snow plowing coordination
- Sections 3.1 & 3.3 were updated for compensation timing

Key Considerations:

The community has come to rely on the provision of transit services in the community, and it is important to continue these services to provide transportation alternatives to Flagstaff residents.

Community Benefits and Considerations:

The primary community benefit with regard to the approval of this IGA is the continuation of the Mountain Line and Mountain Lift transportation services for residents of Flagstaff.

Community Involvement:

Inform

Attachments: NAIPTA Service IGA

Exhibit A

Exhibit B

TRANSIT SERVICE INTERGOVERNMENTAL AGREEMENT

CITY OF FLAGSTAFF AND NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

This Transit Service Intergovernmental Agreement (this "Service IGA") is made effective as of the 1st day of July 2016 (the "Effective Date"), by and between Northern Arizona Intergovernmental Public Transportation Authority, a corporate body and political subdivision of the State of Arizona ("NAIPTA"), and City of Flagstaff, an Arizona municipal corporation (the "City"). NAIPTA and City may be referred to in this Service IGA each individually as a "Party" and collectively as the "Parties".

RECITALS

A. At the general election held on May 20, 2008, the City (acting through its City Council) sought and received the approval of the qualified electors to levy an additional Transaction Privilege Tax (Sales Tax) of 0.295% (\$0.00295), the actual amount of the additional tax to be determined from time to time by City Council and the proceeds of such additional tax to be used for the purpose of paying directly, or pursuant to an intergovernmental agreement with another governmental entity, the costs of acquiring, constructing, improving, operating and maintaining facilities for the transportation of passengers within the City, including passenger buses and other motor vehicles; shelters; connection centers; garages; maintenance facilities and equipment; and other transit facilities.

B. Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") has provided public transportation service within the City since 2006 with support from the City, and has engaged in significant planning to prepare for the implementation of enhancements to these services.

C. In 2001 the Arizona legislature adopted legislation authorizing the Parties (as well as other political subdivisions that are not parties to this Service IGA) to form an intergovernmental public transportation authority ("IPTA") for the purpose of surveying public transportation needs in the authority and granting the authority so formed sole authority for designing, operating and maintaining a public transportation system in the authority.

D. NAIPTA is the IPTA formed pursuant to A.R.S. §§ 28-9101, *et seq.*, and that certain Master Intergovernmental Agreement, originally dated March 14, 2006, as amended and restated in its entirety on July 1, 2013 (the "Restated Master IGA"), NAIPTA is governed by a Board of Directors (the "Board") which includes representatives of Coconino County, Coconino County Community College District, the City and Northern Arizona University;

E. NAIPTA will continue its statutory authority to design, operate and maintain transportation services. The Parties wish to set out the terms and conditions pursuant to which NAIPTA will provide fixed route services and paratransit services to the City, including, but not limited to, those services provided to the City pursuant to the Restated Master IGA.

F. The Parties are authorized to enter into this Service IGA by A.R.S. §§ 28-9101, et seq., and by the Restated Master IGA.

G. This Service IGA amends, restates and supersedes, in its entirety, a previous and existing Transit Service Intergovernmental Agreement by and between the Parties, originally dated July 1, 2006, which was subsequently amended on June 18, 2008, December 12th 2011 and December 5, 2013.

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Obligations of NAIPTA

1.1 General Obligations

- 1.1.1 NAIPTA will provide a fixed route transit service and paratransit services in compliance with the Americans with Disabilities Act and in accordance with the NAIPTA Flagstaff Regional Five Year and Long Range Transit Plan (the "5-Year Plan"). All written amendments and annual performance measures shall be agreed upon by the City and NAIPTA.
- 1.1.2 NAIPTA will determine, set and amend the fare structure for transit services provided in this Service IGA. NAIPTA will provide administrative services, equipment, personnel and management services necessary to provide the City with acceptable levels of bus service in a fixed route system.
- 1.1.3 NAIPTA will consult with the City regularly regarding the development, evaluation and adjustment of services. To obtain the maximum benefit from the City's funding, NAIPTA agrees to consult with national transportation associations to obtain information on additional sources of funding and best practices for community transportation in use in other areas of the country. At a minimum, NAIPTA will meet with the City on these matters every six (6) months.
- 1.1.4 NAIPTA will cooperate with the Flagstaff Metropolitan Planning Organization in updating the federally-mandated transportation improvement program and its amendments. NAIPTA will conduct a periodic survey of transportation needs in the City (as well as in the rest of the authority) and shall produce an annual five-year transportation program that

will replace the existing 5-Year Plan (the "Transportation System"). The transportation program will provide guidance to the Parties during the term of this Service IGA.

- 1.1.5 NAIPTA will establish functional standards and levels of service for construction and establishment of Transit Stops (defined below) and capital projects. NAIPTA will be solely responsible for maintaining all transit administrative, customer service and maintenance facilities. NAIPTA will be responsible for construction, repair and maintenance of all connection centers, Transit Stops and shelters, including litter pickup, signage, snow removal and graffiti removal. NAIPTA will restore a Transit Stop to a reasonably agree-upon condition within sixty (60) days, if such Stop is reasonably determined by the Parties to have been abandoned.
- 1.1.6 The respective staffs of the City and NAIPTA will coordinate annually prior to commencing snow operations to endeavor to ensure that NAIPTA's fixed routes are included on the City's snow plan priority routes.
- 1.1.7 NAIPTA will develop marketing and merchandising strategies for the Transportation System and will provide appropriate recognition of the relationship with the City embodied in this Service IGA and the role of the Parties in public transportation efforts, including, but not limited to, the City's general transportation logo and public relations text. City staff will review the scope of services provided hereunder, together with NAIPTA's requests for proposals which relate to the City, and will sit on the panel that reviews such proposals.

1.2 Financial Management Obligations

- 1.2.1 NAIPTA will issue an annual report and prepare and submit a budget, as provided in the Restated Master IGA, and a 5-Year Projection. NAIPTA will submit the annual budget in accordance with the City's annual budget schedule and due dates. A sample annual budget is attached as Exhibit A. A sample 5-Year Projection is attached as Exhibit B.
- 1.2.2 NAIPTA will submit transit operations financial statements, including ridership, revenue collected figures and performance standards, to the City on a quarterly basis. NAIPTA will provide these statements to the City within 60 days after the close of each quarter.
- 1.2.3 NAIPTA will manage the Transportation System in compliance with all relevant Federal Transit Administration ("FTA") requirements.
- 1.2.4 NAIPTA will use an accounting system which complies with generally accepted accounting principles applicable to governmental entities and with applicable requirements of the FTA. NAIPTA will comply with all

requirements of FTA audit guidelines and any other provisions/requirements of applicable funding agencies.

1.2.5 NAIPTA agrees to provide the City with NAIPTA's annual audit and compliance and management letter, letter on internal controls and single audit report as soon as they have been approved by the Board. Any additional reports, including, but not limited to, granting agencies' reviews, shall be forwarded to the City for review. The City shall have the right to audit NAIPTA's books and records at the City's cost and upon reasonable notice to NAIPTA from the City during the term of this Service IGA and five (5) years thereafter, to the extent that the books and records relate to the performance of this Service IGA.

1.2.6 Capital purchased through full or partial contribution from the City must meet the same requirements as for the FTA. The assets may only be used for transit services by NAIPTA, except as otherwise noted below. Any benefit accruing from the sale or transfer of the property must be reported back to the transit program as revenue.

2. City's Obligations

2.1 The City will provide NAIPTA with annual updates of tax revenue projections for purposes of planning and budgeting.

2.2 The City will provide a timely review of, and response to, all budgets, route and service plans, proposed amendments and other NAIPTA submittals required by this Service IGA.

2.3 The City will evaluate, and accommodate when it deems appropriate and when adequate and appropriate funding is shown to be available, requests by NAIPTA for roadway improvements and traffic controls, including the acquisition of rights-of-way and construction of bus pull-outs by the City, all as required to endeavor to provide more efficient transit service.

2.4 NAIPTA will construct and operate public transit services at bus stops and passenger stops (collectively, "Transit Stops") as permitted by the City of Flagstaff Right of Way permit process. The Parties will consult with one another if a request for a Cooperative Use (defined below) is made.

2.4.1 With regard to future Transit Stops ("Future Stops"), NAIPTA will propose, in form and substance reasonably satisfactory to City staff, the location, dimensions, operational details, etc. of any such Future Stop. The City will not unreasonably withhold its consent to the establishment of any such Future Stop and will reasonably cooperate with NAIPTA with regard to construction, placement in service, maintenance, etc. of such Future Stop.

- 2.4.2 As to Existing Stops or Future Stops, the Parties will meet and discuss any requests to grant co-location, co-marketing, cooperative use or other uses (collectively, herein, a "Cooperative Use"). Meetings may include other future parties that are interested in Cooperative Use including any other public, municipal, educational, county, state, federal or tribal authority, agency or body providing transit services to the public or to a certain group or groups of individuals. With regard to any proposed Cooperative Uses, the Parties will supply one another with all information reasonably available to seek an agreement upon all of the parameters of such proposed Cooperative Use, including, without limitation, termination provisions, insurance requirements, schedules, times and terms of uses, signage and facilities and responsibility for construction of same.
- 2.5 The City will apply for Local Transportation Assistance Funds ("LTAF II") and other funds for transit assistance in every year in which they are available to the full amount to which the City is entitled, and will use these funds for capital and non-recurring expenditures in implementation of the transportation program.
- 2.6 The City recognizes the need for flexibility in the administration and management of the transit service by NAIPTA.
- 3. Compensation**
- 3.1 The City will pay to NAIPTA one-fourth (1/4th) of the annual operating budget on or before the 15th day of each July, October, January and April, during the term of this Agreement commencing July 15, 2016. NAIPTA will submit an invoice to the City, on or before the 1st day of each calendar quarter, based on 1/4th of the annual operating budget, excluding capital. NAIPTA may bill up to 3 months in advance if necessary due to delays in federal funding required for ongoing operation costs. Capital expenditures shall be billed to the City based on actual cash flow requirements of NAIPTA.
- 3.2 NAIPTA may earn interest on the monies received from the City, but all interest must accrue to the benefit of the City's transit program.
- 3.3 End of Year funds will be handled as indicated in §3.5 of the Restated Master IGA, with the exception of advance payments of quarterly operating expenses noted in Section 3.1 above. Any advance payment made pursuant to Section 3.1 above resulting in overpayment of fiscal year amount due shall be paid back within a reasonable time after the City gives written notice to NAIPTA requiring repayment, unless otherwise agreed by the City.
- 3.4 Per the terms of §10.2.1 of the Restated Master IGA, the City will maintain a fund balance with NAIPTA equal to three (3) months' worth of payments for the operational budgets for Mountain Line and Mountain Lift described in Exhibit B. This fund balance will be deposited to and managed by NAIPTA for the benefit of

the City's operation. At no time shall the fund balance fall below a three (3) month reserve, and if it does, the City will promptly "gross up" the reserve to that amount after written notice from NAIPTA.

4. Effective Date and Term; Renewal

- 4.1 This Service IGA shall be effective for an Initial Term (herein so called) of five years from the Effective Date and shall automatically renew for one (1) additional five (5) year term unless terminated as provided in Section 4.2.
- 4.2 If either Party to this Service IGA wishes to terminate this Service IGA at the end of the Initial Term, that Party shall give written notice as provided herein of its intent to terminate at least 180 days prior to the end of the Initial Term.

5. Indemnification

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from, of and against any and all claims, losses, liability, costs, damages or expenses of any kind, type or nature (including, without limitation, reasonable attorneys' fees and costs, whether or not suit is brought) (hereinafter in this Agreement collectively referred to as "Claims") arising out of bodily injury of or to any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee and are caused, in whole or in material part, by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. The term "Indemnitee" shall include the officers, officials, agents, employees, attorneys or volunteers of the relevant Party due indemnity.

6. NAIPTA's Insurance Requirements

NAIPTA shall maintain insurance as required by §16.1 of the Restated Master IGA, which shall name the City as an additional insured for any and all Claims as well as any other insurance required by law, including, but not limited to, Workers Compensation insurance.

7. The City's Insurance Requirements

The City shall maintain adequate insurance to cover any liability arising from the acts or omissions of the City's employees or agents arising out of the performance of this Service IGA. The City shall not be responsible for maintaining insurance to cover liability arising from the acts or omissions of employees or agents of NAIPTA.

NAIPTA's insurance shall be primary insurance with respect to the City and the City shall be named as an additional insured under NAIPTA's insurance for any and all Claims. Any insurance or self-insurance maintained by the City shall be in excess to the coverage provided by NAIPTA and shall not contribute to it.

8. Mediation.

If a dispute arises out of or relates to this Service IGA and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be conducted pursuant to the procedures set out in § 14 of the Restated Master IGA.

9. Conflict of Interest.

This Service IGA is subject to termination for conflict of interest pursuant to the provisions of A.R.S. § 38-511.

10. General Provisions.

10.1 INCORPORATION OF RECITALS. The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

10.2 ENTIRE AGREEMENT. This Service IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Service IGA may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.3 ARIZONA LAW. This Service IGA shall be governed and interpreted according to the laws of the State of Arizona.

10.4 MODIFICATION

. Except as otherwise specifically provided in this Service IGA, any amendment, modification or variation from the terms of this Service IGA shall be in writing and shall be effective only after written approval of both Parties.

10.5 ASSIGNMENT. Neither Party may assign or delegate any of its rights or obligations under this Service IGA without first obtaining the written consent of the other. Neither Party shall unreasonably withhold consent to an Assignment request by the other Party.

10.6 ATTORNEYS' FEES. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Service IGA or on account of any breach or default of this Service IGA, the prevailing Party shall be entitled to received from the other Party reasonable attorneys' fees and reasonable costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action

and shall be enforceable, whether or not such action is prosecuted to judgment.

- 10.7 NOTICES. All notices or demands required to be given pursuant to the terms of this Service IGA shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph:

If to the City of Flagstaff:

City Manager
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to NAIPTA:

General Manager
NAIPTA
3773 North Kaspar Dr
Flagstaff, Arizona 86001

10.7.1 A notice shall be deemed received on the date delivered, if delivered by hand, on the second day after its deposit with any commercial air courier or express services or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission

- 10.8 FORCE MAJEURE. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control, financial inability excepted. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.
- 10.9 COUNTERPARTS. This Service IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Service IGA shall be deemed to possess the full force and effect of the original.
- 10.10 CAPTIONS. The captions used in this Service IGA are solely for the convenience of the Parties, do not constitute a part of this Service IGA and are not to be used to construe or interpret this Service IGA.
- 10.11 SEVERABILITY. In the event that a court of competent jurisdiction shall hold any part or provision of this Service IGA void or of no effect, the remaining provisions of this Service IGA shall remain in full force and effect.

10.12 WAIVER. No failure to enforce any condition or covenant of this Service IGA shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Service IGA constitute a waiver of any succeeding or other breach of this Service IGA.

10.13 AUTHORITY. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Service IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter this Service IGA. Each Party further acknowledges that it has read this Service IGA, understands it, and agrees to be bound by it.

[SIGNATURES APPEAR ON PAGE FOLLOWING]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers. The order for obtaining the signatures is as follows: the NAIPTA General Counsel, the City of Flagstaff legal representative, the appropriate representative of NAIPTA and the appropriate representative of the City of Flagstaff.

CITY OF FLAGSTAFF

NAIPTA

_____, Mayor

_____, Board Chair

Attest:

Attest:

City Clerk

Clerk of the Board

PROPER FORM AND AUTHORITY

This Service IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this ___ day of _____, 2016

Dated this ___ day of _____, 2016

By: _____
Flagstaff City Attorney

By: _____
NAIPTA General Counsel

EXHIBIT A: NAIPTA FY2017 Budget
Proposed June 15, 2016

		Planning	Planning	City of Flagstaff		
Program Hours	84,048			75,422	8,626	
Program Percentage (Direct S & B)	100%			86%	14%	
Program Percentage (Rev Hrs)	100%			90%	10%	
Description			Mobility Management	Fixed Route	Demand Response	Taxi Voucher Program
Revenues						
Annual Membership Dues	\$ -					
5304 Funding Capital	\$ 120,000	\$ 120,000				
5307 Funding Operating	\$ 2,188,583			\$ 1,676,166	\$ 512,417	
5307 Funding Capital	\$ 67,200			\$ 67,200		
5310 Mobility Mgmt Funding Operating	\$ 128,579		\$ 84,560			\$ 44,019
5310 Funding Capital	\$ 346,500			\$ 346,500		
5311 Operating	\$ -					
5311 Capital	\$ -					
5339 Funding Capital	\$ 4,744,514	\$ 2,391,714		\$ 2,352,800		
City of Flagstaff - Operating	\$ 3,637,567	\$ 264,038	\$ 21,142	\$ 3,035,400	\$ 272,968	\$ 44,019
City of Flagstaff - Capital	\$ 2,556,472	\$ 607,456		\$ 1,949,016		
NAU - Operating	\$ 499,186			\$ 499,186		
Coconino County - Operating	\$ -					
City of Winslow	\$ -					
Fares	\$ 878,457			\$ 838,065	\$ 40,392	
Advertising	\$ -					
Title 19 - DDD	\$ 45,000				\$ 45,000	
Other Operating	\$ 63,693	\$ 18,109		\$ 45,584		
Other Capital	\$ -					
Sale of Equipment	\$ -					
sub total	\$ 15,275,751	\$ 3,401,317	\$ 105,702	\$ 10,809,917	\$ 870,777	\$ 88,038

EXHIBIT A: NAIPTA FY2017 Budget
Proposed June 15, 2016

		Planning		Planning		City of Flagstaff						
Program Hours		84,048		75,422		8,626						
Program Percentage (Direct S & B)		100%		86%		14%						
Program Percentage (Rev Hrs)		100%		90%		10%						
Description		Mobility Management		Fixed Route		Demand Response		Taxi Voucher Program				
Allocated Management Costs S & B												
FTE Salary	\$	583,356	\$	90,419	\$	11,304	\$	418,388	\$	63,245		
Pay Plan	\$	20,256	\$	2,990	\$	374	\$	14,673	\$	2,218		
Benefits	\$	206,806	\$	30,249	\$	3,781	\$	148,354	\$	24,422		
Sub Total	\$	810,417	\$	123,658	\$	15,459	\$	581,416	\$	89,885	\$	-
Cost Per Service Hour	\$	9.64				\$	7.71	\$	10.42		#DIV/0!	
Direct Operations Costs S & B												
FTE Wages	\$	2,796,367	\$	39,574	\$	57,588	\$	2,311,347	\$	362,931	\$	24,927
PTE Wages	\$	10,000	\$	10,000			\$	-	\$	-		
On Call Wages	\$	114,948					\$	87,062	\$	27,886		
OT Wages	\$	100,866					\$	86,783	\$	14,083		
Pay Plan	\$	91,431	\$	1,778	\$	1,373	\$	69,742	\$	17,623	\$	914
Benefits	\$	1,083,032	\$	14,371	\$	20,513	\$	889,277	\$	150,043	\$	8,828
Sub Total	\$	4,196,644	\$	65,723	\$	79,474	\$	3,444,212	\$	572,566	\$	34,669
Cost Per Service Hour	\$	49.93					\$	45.67	\$	66.38		#DIV/0!
Allocation Percentage		100%	1.57%	1.89%	82.07%	13.64%	0.83%					
	\$	5,007,061	\$	189,381	\$	94,932	\$	4,025,627	\$	662,451	\$	34,669
Indirect Costs - Services												
Gen Liability Ins - No Auto	\$	174,568					\$	150,128	\$	24,439		
Board	\$	5,000					\$	4,300	\$	700		
Prof Srvc HR	\$	40,000					\$	36,493	\$	3,507		
Prof Srvc Legal	\$	40,000					\$	36,493	\$	3,507		
Prof Srvc IT	\$	4,200					\$	3,612	\$	588		
Computer Replacement IT	\$	20,000					\$	17,200	\$	2,800		
Legislative Liaison	\$	42,000					\$	42,000	\$	-		
Audits	\$	18,600					\$	15,996	\$	2,604		
Wellness Incentives	\$	1,000					\$	912	\$	88		
Sub Total	\$	345,368	\$	-	\$	-	\$	307,135	\$	38,233	\$	-
Cost Per Service Hour	\$	4.11					\$	4.07	\$	4.43		#DIV/0!

EXHIBIT A: NAIPTA FY2017 Budget
Proposed June 15, 2016

		Planning		Planning		City of Flagstaff						
Program Hours		84,048		75,422		8,626						
Program Percentage (Direct S & B)		100%		86%		14%						
Program Percentage (Rev Hrs)		100%		90%		10%						
Description		Mobility Management		Fixed Route		Demand Response		Taxi Voucher Program				
Indirect Costs - Facilities												
Electricity	\$	41,276			\$	37,657	\$	3,619				
Mobile Phone Srvc and Equip	\$	22,072			\$	19,822	\$	2,250				
Natural Gas	\$	18,570			\$	16,942	\$	1,628				
Telephone Srvc	\$	33,749			\$	30,470	\$	3,279				
Water and Waste	\$	13,200			\$	12,043	\$	1,157				
Sub Total	\$	128,867	\$	-	\$	-	\$	116,933	\$	11,933	\$	-
Cost Per Service Hour	\$	1.53			\$	1.55	\$	1.38	#DIV/0!			

Direct Cost O & M							
Food and Beverage 41	\$	3,000			\$	2,580	\$ 420
Memberships & Subscriptions	\$	16,953			\$	14,664	\$ 2,289
Memberships Planning	\$	1,157	\$ 1,157		\$ -		
Trophies, Prizes, Etc	\$	3,000			\$ 2,730	\$ 270	
Special Internal Events-PAWZ	\$	2,500			\$ 2,500		
Special Events - Planning	\$	500	\$ 500		\$ -		
Telephone and Computer Sup IT	\$	1,900			\$ 1,900		
Janitorial Services NVM	\$	25,476			\$ 23,183	\$ 2,293	
Bank Fees	\$	12,000			\$ 12,000		
Education Supplies	\$	5,000			\$ 4,300	\$ 700	
Office Supplies	\$	9,500			\$ 8,645	\$ 855	
Office Supplies - MM	\$	1,500		\$ 1,500			
Other Supplies	\$	4,000			\$ 3,000	\$ 1,000	
Other Supplies Planning	\$	2,250	\$ 2,250		\$ -		
Postage	\$	1,500			\$ 1,000	\$ 500	
Printing - Facilities	\$	5,000			\$ 5,000		
Printing - Admin	\$	4,000			\$ 3,000	\$ 1,000	
Printing - Planning	\$	250	\$ 250				
Printing - IT (copier)	\$	8,400			\$ 7,224	\$ 1,176	
Printing - Marketing	\$	30,375			\$ 26,123	\$ 4,253	

EXHIBIT A: NAIPTA FY2017 Budget
Proposed June 15, 2016

		Planning		City of Flagstaff			
Program Hours		84,048		75,422		8,626	
Program Percentage (Direct S & B)		100%		86%		14%	
Program Percentage (Rev Hrs)		100%		90%		10%	
Description		Mobility Management		Fixed Route	Demand Response	Taxi Voucher Program	
Publishing and Advertising - Marketing	\$ 33,500			\$ 33,500			
Publishing - Legal Advertisements	\$ 2,500			\$ 2,500			
Software Maintenance - IT	\$ 2,000			\$ 2,000			
Bldgs/Grounds Maint - NVM	\$ 31,000			\$ 26,660	\$ 4,340		
Bldgs/Grounds Lease - NVM	\$ 15,000			\$ 15,000			
Prof Svc Marketing -MM	\$ 2,500		\$ 2,500				
Prof Svc Marketing	\$ 54,482			\$ 49,515	\$ 4,967		
Prof Svc Advertising	\$ 50,000	\$ 50,000					
Temp Maint/Facility Svc NVM	\$ 5,500			\$ 5,000	\$ 500		
Temporary Services - Admin	\$ 2,500			\$ 2,500			
Market Research (surveys)	\$ 18,200			\$ 17,000	\$ 1,200		
Total Direct Admin Expenses	\$ 355,443	\$ 54,157	\$ 4,000	\$ 271,524	\$ 25,762	\$ -	
Taxes Paid Gas/Oil Rev 11	\$ 41,252			\$ 38,040	\$ 3,212		
Oil Fleet Veh Mtn	\$ 32,000			\$ 30,000	\$ 2,000		
Fuel Fleet Revenue Veh Mtn	\$ 425,000			\$ 375,000	\$ 50,000		
Tires Revenue Veh Mtn	\$ 60,000			\$ 50,000	\$ 10,000		
Auto Parts & Supplies Veh M	\$ 161,000			\$ 145,000	\$ 16,000		
Route Expansion Ops	\$ 355,941			\$ 355,941			
Out Repair Fleet Revenue VM	\$ 23,000			\$ 20,000	\$ 3,000		
Direct Variable Expense	\$ 1,098,193	\$ -	\$ -	\$ 1,013,981	\$ 84,212	\$ -	
Personal Liab Ins - Auto 21	\$ 123,682			\$ 106,366	\$ 17,316		
Uninsured Losses	\$ 10,000			\$ 10,000			
Prop Damage Ins Ded Ops 11	\$ 15,000			\$ 10,000	\$ 5,000		
Recruitment Costs - admin	\$ 6,415			\$ 5,915	\$ 500		
Clinic Fees	\$ 4,400			\$ 4,000	\$ 400		
Taxes Paid Gas/Oil NonRev 11	\$ 1,500			\$ 1,500			
Taxes Paid Gas/Oil Fac Equip 31A	\$ 3,100			\$ 3,100			
Fuel - Non Revenue Vehicles	\$ 20,000			\$ 20,000			
Fuel - Facil Veh/Equip- NVM	\$ 11,000			\$ 11,000			
Misc Shop Supplies Veh M	\$ 27,500			\$ 25,000	\$ 2,500		
Misc Facility Supplies NVM	\$ 2,828			\$ 2,422	\$ 406		

EXHIBIT A: NAIPTA FY2017 Budget
Proposed June 15, 2016

		Planning	Planning	City of Flagstaff		
Program Hours		84,048		75,422	8,626	
Program Percentage (Direct S & B)		100%		86%	14%	
Program Percentage (Rev Hrs)		100%		90%	10%	
Description		Mobility Management		Fixed Route	Demand Response	Taxi Voucher Program
Tool Allowance - Veh M	\$ 1,800			\$ 1,800	\$ -	
Uniforms - Ops 11	\$ 19,500			\$ 17,000	\$ 2,500	
Uniforms Fleet Veh Mtnc	\$ 6,400			\$ 5,500	\$ 900	

EXHIBIT A: NAIPTA FY2017 Budget
Proposed June 15, 2016

		Planning		Planning		City of Flagstaff	
Program Hours		84,048		75,422		8,626	
Program Percentage (Direct S & B)		100%		86%		14%	
Program Percentage (Rev Hrs)		100%		90%		10%	
Description		Mobility Management		Fixed Route	Demand Response	Taxi Voucher Program	
Uniforms - Facility Non VM	\$ 5,100			\$ 5,100			
Food and Beverage Training	\$ 600			\$ 500	\$ 100		
Janitorial Supplies Non VM	\$ 5,000			\$ 4,300	\$ 700		
Education Supplies - Safety	\$ 12,610			\$ 10,923	\$ 1,687		
Software/Hardware Maint - OPS	\$ 19,500			\$ 8,500	\$ 11,000		
Software/Hardware Maint VM	\$ 4,500			\$ 4,000	\$ 500		
Radios/Communications	\$ 20,000			\$ 20,000			
Building Security/Monitoring NVM	\$ 2,600			\$ 2,060	\$ 540		
Bus Stop Maint NVM	\$ 18,000			\$ 18,000			
Route Realignment Materials NVM	\$ 2,500			\$ 2,500			
Prof Svc Operations	\$ 3,500			\$ 3,500			
Prof Svc Security Ptrl -NVM	\$ 12,000			\$ 12,000			
Taxi Voucher Program	\$ 53,368					\$ 53,368	
Total Variable Expenses	\$ 412,403	\$ -	\$ -	\$ 314,986	\$ 44,049	\$ 53,368	
Travel/Training - Operations	\$ 10,300			\$ 9,373	\$ 927		
Travel/Training - Fleet VehM	\$ 3,700			\$ 3,700			
Travel/Training - Facilities NVM	\$ 3,590			\$ 3,100	\$ 490		
Travel/Training - Admin	\$ 20,900			\$ 19,019	\$ 1,881		
Travel/Training - Planning	\$ 20,500	\$ 20,500					
Travel/Training - MM	\$ 6,770		\$ 6,770				
Travel/Training - IT	\$ 3,500			\$ 3,010	\$ 490		
Travel/Training - Marketing	\$ 2,500			\$ 2,500			
Travel/Training - Training	\$ 3,860			\$ 3,513	\$ 347		
Total Travel Expenses	\$ 75,620	\$ 20,500	\$ 6,770	\$ 44,215	\$ 4,135	\$ -	
Sub Total	\$ 1,941,659	\$ 74,657	\$ 10,770	\$ 1,644,705	\$ 158,159	\$ 53,368	
Cost Per Service Hour	\$ 23.10			\$ 21.81	\$ 18.34	#DIV/0!	

Total Admin/Indirect Costs

subTotal Salaries and Benefits	\$ 810,417	\$ 123,658	\$ 15,459	\$ 581,416	\$ 89,885	\$ -
subTotal Operating Costs	\$ 474,235	\$ -	\$ -	\$ 424,068	\$ 50,167	\$ -
Total Administrative Cost	\$ 1,284,652	\$ 123,658	\$ 15,459	\$ 1,005,484	\$ 140,052	\$ -

EXHIBIT A: NAIPTA FY2017 Budget
Proposed June 15, 2016

			Planning	Planning			City of Flagstaff
	Program Hours	84,048			75,422		8,626
	Program Percentage (Direct S & B)	100%			86%		14%
	Program Percentage (Rev Hrs)	100%			90%		10%
	Description			Mobility Management	Fixed Route	Demand Response	Taxi Voucher Program
	Cost Per Service Hour	\$ 15.28			\$ 13.33	\$ 16.24	

EXHIBIT A: NAIPTA FY2017 Budget
Proposed June 15, 2016

	Planning	Planning	City of Flagstaff		
Program Hours	84,048		75,422	8,626	
Program Percentage (Direct S & B)	100%		86%	14%	
Program Percentage (Rev Hrs)	100%		90%	10%	
Description		Mobility Management	Fixed Route	Demand Response	Taxi Voucher Program

Total Operating/Direct Costs

subTotal Salaries and Benefits	\$ 4,196,644	\$ 65,723	\$ 79,474	\$ 3,444,212	\$ 572,566	\$ 34,669
subTotal Operating Costs	\$ 1,941,659	\$ 74,657	\$ 10,770	\$ 1,644,705	\$ 158,159	\$ 53,368
Total Operating Cost	\$ 6,138,303	\$ 140,380	\$ 90,244	\$ 5,088,917	\$ 730,725	\$ 88,037
Cost Per Service Hour	\$ 73.03			\$ 67.47	\$ 84.71	

Total Program Cost	\$ 7,422,955	\$ 264,038	\$ 105,702	\$ 6,094,401	\$ 870,777	\$ 88,037
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Direct Cost - Capital

Bus Shelter Improvements	\$ 25,000			\$ 25,000		
Planning	\$ 220,000	\$ 150,000		\$ 70,000		
Subtotal Operating Capital	\$ 245,000	\$ 150,000	\$ -	\$ 95,000	\$ -	\$ -
Shelters	\$ 964,255			\$ 964,255		
IT Replacement Fund	\$ 20,000			\$ 20,000		
Vehicles - Passenger	\$ 1,800,000			\$ 1,800,000		
Vehicles - Other	\$ 483,261			\$ 483,261		
Facility Rehab - Maintenance Fund	\$ 25,000			\$ 25,000		
Facility Construction in Progress	\$ 1,390,279	\$ 87,279		\$ 1,303,000		
Construction in Progress, BRT	\$ 2,900,000	\$ 2,900,000				
Vehicle Rehab-Improvements Fund	\$ 25,000			\$ 25,000		
Subtotal Fixed Assets	\$ 7,607,795	\$ 2,987,279	\$ -	\$ 4,620,516	\$ -	\$ -
Subtotal Capital	\$ 7,852,795	\$ 3,137,279	\$ -	\$ 4,715,516	\$ -	\$ -

Total Budget	\$15,275,750	\$3,401,317	\$105,702	\$10,809,917	\$870,777	\$88,037
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Exhibit B: 5 year Financial Plan

Mountain Line-Link and Lift
Financial Plan Summary

	srvc inc (see Mtn Line tab) w/pay plan	srvc inc (see Mtn Line tab) w/pay plan	no srvc change w/pay plan	no srvc change w/pay plan	no srvc change w/pay plan	no srvc change w/pay plan
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
	Projected	Estimated				
SYSTEM EXPENSES						
Operations Summary	\$ 6,853,964	\$ 7,422,956	\$ 7,710,090	\$ 8,007,998	\$ 8,317,086	\$ 8,637,777
Capital Summary	\$ 2,875,399	\$ 7,852,795	\$ 1,738,092	\$ 101,633	\$ 204,116	\$ 281,849
TOTAL SYSTEM EXPENSES	\$ 9,729,363	\$ 15,275,751	\$ 9,448,181	\$ 8,109,630	\$ 8,521,202	\$ 8,919,626
SYSTEM REVENUES						
Passenger Fares (on-board)	\$ 865,280	\$ 878,457	\$ 879,265	\$ 880,089	\$ 880,930	\$ 881,787
Passenger Fares (U-Pass, C-Pass and agency)	\$ 494,244	\$ 499,186	\$ 504,178	\$ 509,220	\$ 514,312	\$ 519,455
FTA Sec 5307 Formula Program (up to 50% of net operating costs)	\$ 1,999,151	\$ 2,188,583	\$ 2,188,583	\$ 2,188,583	\$ 2,188,583	\$ 2,188,583
FTA Sec 5307 Capital Program (up to 80% of costs)	\$ 1,041,878	\$ -	\$ 81,306	\$ 81,306	\$ 81,306	\$ 81,306
FTA Sec 5339 Capital Program (up to 80% of costs)	\$ 675,938	\$ 4,809,823	\$ 1,077,167	\$ -	\$ 69,987	\$ 144,173
FTA Sec ??? Small Starts Program (up to 80% of capital)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County General Fund Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LTAF II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NAU	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local-Flex STP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Replacement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other-Existing Misc Sources	\$ 670,313	\$ 682,316	\$ 215,816	\$ 215,816	\$ 215,816	\$ 215,816
Subtotal Non-Transit Tax Revenues	\$ 5,746,803	\$ 9,058,366	\$ 4,946,316	\$ 3,875,014	\$ 3,950,934	\$ 4,031,120
Transit Tax needed to balance the budget	\$ 3,982,560	\$ 6,217,385	\$ 4,501,866	\$ 4,234,616	\$ 4,570,269	\$ 4,888,506
TOTAL SYSTEM REVENUES	\$ 9,729,363	\$ 15,275,751	\$ 9,448,181	\$ 8,109,630	\$ 8,521,202	\$ 8,919,626
REVENUE FUND BALANCE						
Transit Tax	\$ 3,111,504	\$ 1,708,307	\$ 1,675,500	\$ 2,069,480	\$ 1,954,241	\$ 2,126,423
FTA 5307 (including STP and STIC)	\$ 1,983,698	\$ 1,715,994	\$ 1,366,984	\$ 1,017,974	\$ 858,396	\$ 698,818
FTA 5339 (previously 5309)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)
FTA Small Start	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal Revenue Fund Balances	\$ 5,095,202	\$ 3,424,301	\$ 3,042,484	\$ 3,087,454	\$ 2,812,637	\$ 2,825,241

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stephanie Smith, Assistant to City Manager
Date: 06/08/2016
Meeting Date: 06/21/2016



TITLE

Recognition of Team Flagstaff Graduates

RECOMMENDED ACTION:

Informational Only

EXECUTIVE SUMMARY:

The purpose of this agenda item is to formally recognize the members of Team Flagstaff who recently graduated. The City of Flagstaff celebrates its many employees that successfully earned their Associate's, Bachelor's and Master's degrees. Many of the recent graduates will be in attendance for this recognition ceremony. In addition, representatives from the President's Office at Northern Arizona University will attend and provide a special gift to the newest Lumberjack Alumni on Team Flagstaff. Following the Council recognition, everyone will be invited to a reception in the lobby where light refreshments will be served.

INFORMATION:

TEAM FLAGSTAFF'S NEWEST GRADUATES

- **Aimee Backus**, Human Resources Intern, Bachelor's Degree in Psychology from NAU
- **Alex Stewart**, Jay Lively Ice Rink, Bachelor's Degree in Biology with wildlife management certificate from NAU
- **Alicia Trillo**, Front Desk Representative at the Aquaplex, Bachelor's Degree from NAU
- **Amelia Mason**, Library Administrative Specialist, Bachelor's Degree in English/Creative Writing from Southern New Hampshire University
- **Amy Ulibarri**, Scorekeeper and Site Supervisor, Master's Degree from NAU
- **Chelsey Burden**, Library Page, Master's Degree of Fine Arts in Creative Writing from NAU
- **Jace Elkins**, Transportation Engineering Intern, Bachelor's Degree in Civil Engineering from NAU
- **Cody Graham**, Community Events Coordinator, Bachelor's Degree in Parks and Recreation Management from NAU
- **Dean Pritchard**, Economic Vitality Intern, Bachelor's Degree in Geospatial Sciences and Community Planning from NAU
- **Dylan Lenzen**, Sustainability Aide, Bachelor's Degree in Environmental Science from NAU
- **Emily Jonson**, Library Page, Bachelor's Degree in Sociology from NAU
- **Enrique Robles Gastelum**, Housing Intern, Bachelor's Degree in Geospatial Sciences and Community Planning from NAU

- **Jennifer Hunter**, Library Specialist, Bachelor's Degree in Social Work from NAU
- **John Begay**, Sustainability Aide, Bachelor's Degree in Environmental Science from NAU
- **Jordan Affeldt**, Front Desk Representative at the Aquaplex, Bachelor's Degree in Psychology and Theater from NAU
- **Katy Harding**, Library Assistant, Bachelor's Degree in English from NAU
- **Kerry Loren**, CVB Intern, Bachelor's Degree in Strategic Communications from NAU
- **Kristina Klewitz**, CVB Intern, Bachelor's Degree in Hotel Restaurant Management from NAU
- **Matthew Wint**, Finance Specialist, Associates Degree in Applied Business from CCC
- **Mia Anderson**, Tour and Travel Intern, Bachelor's Degree in Hotel Restaurant Management from NAU
- **Michelle Cueto**, Public Relations Intern, Bachelor's Degree in Strategic Communication from NAU
- **Shelton Thomas**, Library Page, Bachelor's Degree in Biology from NAU
- **Tommy Hoff**, Jay Lively Ice Rink, Bachelor's Degree in Civil Engineering from NAU
- **Tyler Shamburg**, Jay Lively Ice Rink, Bachelor's Degree in Civil Engineering from NAU

Attachments:

No file(s) attached.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 06/08/2016
Meeting Date: 06/21/2016



TITLE:

Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-13 and Ordinance No. 2016-22: Public hearing to consider proposed amendments to Flagstaff Zoning Code, by adoption of Resolution No. 2016-13, declaring the *"2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100, Sign Standards and Other Related Divisions"* a public record, and adoption of Ordinance No. 2016-22 adopting amendments to Chapter 10-50 (Supplemental to Zones), Division 10-50.100 (Sign Standards), and other related amendments in Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions) and Chapter 10-90 (Maps); and adoption of Ordinance No. 2016-22, adopting amendments to Flagstaff Zoning Code Chapter 10-50 (Supplemental to Zones), Division 10-50.100 (Sign Standards), and other related amendments in Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions) and Chapter 10-90 (Maps), by reference.
(Zoning Code Amendments - Sign Standards)

RECOMMENDED ACTION:

- 1) Adopt Resolution No. 2016-13.
- 2) Read Ordinance No. 2016-22 by title only for the final time
- 3) City Clerk reads Ordinance No. 2016-22 by title only (if approved above)
- 4) Adopt Ordinance No. 2016-22

Executive Summary:

The attached Resolution 2016-13 includes all of the proposed amendments in cross out/underline format. Additional edits made since the June 7, 2016, first reading are summarized in the attached table.

Financial Impact:

Adoption of the proposed amendments to the City's sign standards will not have a financial or budgetary impact.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 7) Address key issues and processes related to the implementation of the Regional Plan.

REGIONAL PLAN:

The Flagstaff Regional Plan 2030 supports the amendments to Division 10-50.100 (Sign Standards) with the following goals and policies:

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment. The proposed amendments support this goal by ensuring the aesthetic beauty of the City's natural and built environment is protected (Purpose statement B.5).

Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image."

Has There Been Previous Council Decision on This:

The Council held an executive session and work session on December 8, 2015, to discuss the proposed amendments to Division 10-50.100 (Sign Standards) and an additional executive session on April 12, 2016. The amendment was presented and the public hearing opened at the May 17, 2016, City Council meeting. The hearing was continued to June 7, 2016, where the amendment was adopted on first reading.

Options and Alternatives:

None.

Background/History:

In June 2015 the US Supreme Court rendered its decision in the *Reed v. Town of Gilbert* sign code case which clarified when government regulation of speech is content based. Content-based laws are presumptively unconstitutional. The key takeaway from the *Reed case is that* cities cannot categorize signs based on the topic or message being conveyed and then impose restrictions within each content-based category. For example, the current sign code provides different standards for different types of temporary signs such as real estate signs, new development construction signs, political signs, and commercial advertising signs. Subjecting each category of signs to different restrictions is no longer permissible under *Reed*.

Key Considerations:

Section 10-20.50.100.F of the Zoning Code establishes findings for the approval of text amendments. It is staff's recommendation that the proposed amendments to Division 10-50.100 (Sign Standards) and other related Divisions meet the following findings for text amendments:

1. The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and
3. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Flagstaff residents and business owners will benefit from the adoption of these proposed amendments as they will simplify the permitting processes for portable signs, clarify and simplify standards and procedures, and provide consistency with the US Supreme Court's decision in the *Reed v. Town of Gilbert* sign case by ensuring that the sign standards do not contain content-based regulations.

Community Involvement:

Once a preliminary draft of the proposed amendments to the Sign Standards was completed, staff engaged members of such local organizations as Friends of Flagstaff's Future, Northern Arizona Builders Association, Northern Arizona Association of Realtors, and the Flagstaff Chamber of Commerce Economic Development Committee to solicit their comments. Also, a number of articles were published in the Flagstaff Business News and Cityscape, and staff has participated in frequent interviews on KAFF Radio.

In advance of all Council and Planning and Zoning Commission work sessions as well as the Commission's February 24th public hearing, staff sent out an email to local stakeholder organizations. These groups were requested to forward the email to their members. Radio spots on KAFF radio continue, and information on the amendments was posted on the City's Facebook page. Further, in compliance with state law and the Zoning Code's noticing requirements, a ¼ page display advertisement was printed in the Arizona Daily Sun in advance of all public meetings and public hearings of the Planning and Zoning Commission and the City Council.

Expanded Options and Alternatives:

Attachments: [June 7 presentation](#)
[summary final edits](#)
[Res. 2016-13](#)
[Ord. 2016-22](#)



Flagstaff City Council
June 7, 2016



WE MAKE THE CITY BETTER





Evening Overview

1. Current amendment color coding
2. Summary of proposed regulations
3. Review of two decision points with options
 - a. How to regulate portable signs
 - b. How to manage public right-of-way
 - i. Impact on political speech
4. Support Proposal as drafted – 1st Reading



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Proposed Amendment (June 7, 2016)

- Purple: presented April and May
- Red: between April and May 17
- Light Blue: post May 17 meeting



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General to All Signs

- May not be within, on or project over City right-of-way
- No commercial off premise signs
- Prohibited signs: billboards, bandit, inflatable balloons, strings of flags & banners, etc...



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Permanent Signs

- No changes to total amount (SF), number, size of permanent, on premise signs



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Portable Signs

- Subject to time, place, manner restrictions
- Time: unrestricted (except wall banners)
- Place: Not permitted in City right-of-way (contact owner to remove)



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Portable Signs

Manner:

- Commercial: 24 square feet
- Residential: 16 square feet
- Types: A-frame (12 SF), vertical banner (12 SF), yard sign (4 SF), balloon bobber
- Window signs mounted on inside excluded from total



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Portable Signs

Wall Banners

- 24 square feet
- 30 days per calendar year
- Not included in total portable signage permitted (24 SF)



Sign Walkers

- 8 SF sign – walker 10 feet from intersection



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Public right-of-way



Sign Free Zone

- Allowed by A.R.S. 16-1019
- Prohibit all portable signs in public right-of-way including political signs
- City may remove signs
- Outside of sign free zone – contact sign owner to remove



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Decision Point #1

What time, place, manner restrictions should apply to portable signs on private property?

As proposed:

- No illumination, animation, balloons, ribbons, etc...
- Cannot block sidewalk or pathway
- Weight and durability to withstand wind and weather



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Decision Point #1

What time, place, manner restrictions should apply to portable signs on private property?

As proposed:

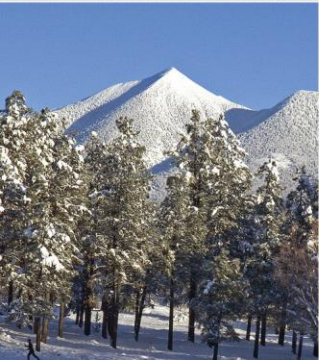
- Commercial: 24 square feet
- Residential: 16 square feet
- No time limit
- No permit required



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Decision Point #1

Additional time, place & manner:
Commercial

- Sign out during business hours only
- Limit number of days per year
- Reduce from 24 SF to 16 SF

Residential

- Increase from 16 SF to 24 SF



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Decision Point #2

Should portable signs be prohibited in all City right-of-way?

- Yes – adopt as proposed
- No – consider additional questions



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Impact on Political Speech

- Proposed code prohibits portable signs in right-of-way
 - Current exemption for political signs unconstitutional
 - All non-commercial speech must be treated equally
 - Locate on private property only



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Impact on Political Speech

	Current	Proposed
Commercial Property	Unlimited number of political signs	24 sq. ft. *assuming property owner chose to commit all portable signage to political signs
Residential Property	Unlimited number of political signs	16 sq. ft. *assuming property owner chose to commit all portable signage to political signs
Right-of-Way	Unlimited number of political signs	No political signs



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Decision Point #2

Do you want to adopt a sign free zone?

Yes – portable signs with non-commercial message allowed outside sign free zone

No – portable signs with non-commercial message allowed in all City right-of-way



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Decision Point #2

Should reasonable time, place and manner restrictions be considered for portable signs in the right-of-way?

No – no limit on size, number, materials



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Decision Point #2

Should reasonable time, place and manner restrictions be considered for portable signs in the right-of-way? - Yes

- Consider reasonable restrictions
 - Size: 16 SF in residential
32 SF in commercial
 - Time: 145 days per calendar year



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Sign Code Amendments

Thank you and Good Evening!



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Final Sign Code Revisions

Page #	Revision	Purpose
50.100-10	In section 10-50.100.030(A), change “Sign Permit – Temporary Wall Banner Sign Permits” to “Sign Permits – Wall Banners”	Reference correct heading
50.100-10	In paragraph 10-50.100.030(C)(3), add “Sign Maintenance” after reference to Section 10-50.100.050(E)	To make citation consistent with other citations in Code
50.100-12	In section 10-50.100.040(A)(8), change “Any location that” to “Where they”	Readability
50.100-13	In section 10-50.100.040(C)(1), change “mar” to “mars”	Grammar
50.100-16	Change “Driveway Sign” to “Driveway Signs”	Grammar
50.100-21	In paragraph 10-50.100.090(B)(1), change “Wall banner signs” to “Wall banners” and change “Temporary Wall Banner Sign Permits” to “Sign Permits – Wall Banners”	Readability and to reference correct heading
50.100-26	In title for Table 10-50.100.090(C), delete “Temporary Off-Premise”	Clarification
50.100-29	In Table 10-50.100.090(B), in Other Requirements for Wall Banner, change “temporary wall banner sign” to “wall banner” and “Temporary Wall Banner Sign Permit” to “Wall Banner Sign Permit”	Remove reference to temporary
50.100-37, 38	<ol style="list-style-type: none"> 1. In heading for Section 10-20.40.130, change “Sign Permits - Temporary Signs” to “Sign Permits – Wall Banners” 2. Change “temporary wall banner sign(s)” to “wall banner(s)” and “Temporary Wall Banner Sign Permit” to “Wall Banner Sign Permit” 3. In section 10-20.40.130(D)(1)(a), delete “temporary wall banner sign” in line 4, as it is repetitive. 	<ol style="list-style-type: none"> 1. Reference correct heading 2. Remove references to temporary 3. Readability

RESOLUTION NO. 2016-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “2016 AMENDMENTS TO CITY CODE TITLE 10, ZONING CODE, DIVISION 10-50.100, SIGN STANDARDS, AND OTHER RELATED DIVISIONS”

RECITALS:

WHEREAS, the City Council wishes to incorporate by reference amendments to the Flagstaff City Code, Title 10, The City of Flagstaff Zoning Code, Chapter 10-50, *Supplemental to Zones, Division 10-50.100, Sign Standards*, Chapter 10-20, *Administration, Procedures, and Enforcement*, Division 10-20.40, *Permits and Approvals*, and Chapter 10-80, *Definitions*, Division 10-80.20, *Definitions of Specialized Terms, Phrases, and Building Functions*, by first declaring said amendments to be a public record; and

WHEREAS, three copies of “2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100, Sign Standards, and Other Related Divisions” have been deposited in the office of the City Clerk and are available for public use and inspection.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

The “2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100, Sign Standards, and Other Related Divisions,” attached hereto, three complete copies of which are on file in the office of the City Clerk, is hereby declared to be a public record.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Division 10-50.100: Sign Standards

Sections:

- 10-50.100.010 Purpose
- 10-50.100.020 Applicability
- 10-50.100.030 Sign Permit Requirements
- 10-50.100.040 General Restrictions for All Signs
- 10-50.100.050 General Requirements for All Signs
- 10-50.100.060 Permanent Signs
- 10-50.100.070 Comprehensive Sign Programs
- 10-50.100.080 Sign Design Performance Standards
- 10-50.100.090 ~~Temporary-Portable~~ Signs
- 10-50.100.100 Sign Districts of Special Designation
- 10-50.100.110 Nonconforming Signs
- 10-50.100.120 Enforcement
- 10-50.100.130 Appeals
- 10-50.100.140 Severability

(Entire Division amended by Ord. 2014-27, adopted November 18, 2014)

10-50.100.010 Purpose

- A. The Council finds that the natural surroundings, climate, history, and people of the City provide the Flagstaff community with its unique charm and beauty. This Division has been adopted to ensure that all signs installed in the City are compatible with the unique character and environment of the community, and in compliance with the General Plan.
- B. The purpose of this Division is to promote public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements, including the following specific purposes:
 - 1. To promote and accomplish the goals, policies, and objectives of the General Plan;
 - 2. To balance public and private objectives by allowing adequate avenues for both commercial and non-commercial messages;
 - ~~3. To recognize free speech rights by regulating signs in a content-neutral manner;~~
 - ~~4.3.~~ To improve pedestrian and traffic safety by promoting the free flow of traffic and the protection of pedestrians and motorists from injury and

property damage caused by, or which may be fully or partially attributable to, cluttered, distracting, and/or illegible signage;

~~5.4.~~ To protect the aesthetic beauty of the City's natural and built environment for the citizens of and visitors to the City, and to protect prominent view sheds within the community;

~~6.5.~~ To prevent property damage, personal injury, and litter ~~caused by from~~ signs ~~that which~~ are improperly constructed ~~or~~ poorly maintained, ~~or made of flimsy materials~~;

~~7.6.~~ To protect property values, the local economy, and ~~the~~ quality of life by preserving and enhancing the appearance of the streetscape; and

~~8.7.~~ To provide consistent sign design standards that enables the fair and consistent enforcement of these sign regulations.

~~A summary of sign types addressed within this Division are listed in Table A (Sign Types). Table A also identifies the permitted uses of each sign type and whether it may be located in a walkable urban environment (Urban) or drivable suburban environment (Suburban), or both, as further defined and explained in the Preamble to this Zoning Code.~~

Table 10-50.100.010.A: Sign Types						
Sign Type and Description	Urban	Sub-urban	Uses		Permit?	Zoning Code Section
Permanent Signs (See Table 10-50.100.060.A (Standards for Permanent Signs by Use))						
Awning Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(1)
			MFR	IND		
Building Identification Sign	P	—	SFR	COM	Yes	10-50.100.100.A.5.a.(3)
			MFR	IND		
Building Mounted Sign	P	P	SFR MFR	COM IND	Yes/No ⁺	10-50.100.060.C.4.b.(2)
Canopy Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(3)
			MFR	IND		
Changeable Copy Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(4)
			MFR	IND		
Directional Sign	—	P	SFR	COM	Yes	10-50.100.060.C.4.b.(5)
			MFR	IND		
Directory Sign	P ²	P	SFR	COM	Yes	10-50.100.060.C.4.b.(6)
			MFR	IND		
			SFR	COM		10-50.100.060.C.4.b.(7)
			MFR	IND		
Freestanding Sign	P ²	P	SFR MFR	COM IND	Yes	10-50.100.060.C.4.b.(7)

Sign Standards

			SFR	COM		10-50.100.060.C.4.b.(7)
			MFR	IND		
Interpretative Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(8)
			MFR	IND		
Landscape Wall Sign	P ²	P	SFR	COM	Yes	10-50.100.060.C.4.b.(9)
			MFR	IND		
			SFR	COM		10-50.100.060.C.4.b.(7)
			MFR	IND		
Painted Wall Sign	P	P	SFR	COM	Yes	Table 10-50.100.060.C
			MFR	IND		
Projecting Sign	P ²	P	SFR	COM	Yes	10-50.100.060.C.4.b.(10)
			MFR	IND		
Roof Mounted Sign	—	P	SFR	COM	Yes	10-50.100.060.C.4.b.(11)
			MFR	IND		
Service Island Canopy Sign	—	P	SFR	COM	Yes	10-50.100.060.C.4.b.(12)
			MFR	IND		
Suspended Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(13)
			MFR	IND		
Window Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(14)
			MFR	IND		
Temporary Signs (See Section 10-50.100.090. (Temporary Signs))						
Sign Walker	P	P	SFR	COM	No	10-50.100.090.C.6
			MFR	IND		
Temporary A-frame Sign	P ³	P	SFR	COM	Yes/No ⁴	10-50.100.090.C.4.c.(1)
			MFR	IND		
Temporary Civic or Non-Profit Event Sign	P	P	SFR	COM	No	10-50.100.090.C.2
			MFR	IND		
Temporary Directional Signs for Special Events, Recreation Events, and Approved Temporary Uses	P	P	SFR	COM	No	10-50.100.090.C.3
			MFR	IND		
Temporary New Development/ Construction Sign	P	P	SFR	COM	No	10-50.100.090.C.5
			MFR	IND		
Temporary Sign for Approved Temporary Uses	P	P	SFR	COM	No	10-50.100.090.C.1
			MFR	IND		
Temporary Stanchion Sign	P	—	SFR	COM	No	10-50.100.100.B.5.b
			MFR	IND		
Temporary Upright Sign:	P ³	P	SFR	COM	Yes/No ⁴	10-50.100.090.C.4.c.(1)
			MFR	IND		
			SFR	COM		
			MFR	IND		

Temporary Vertical Banner	--	P	SFR MFR	COM IND	Yes	10-50.100.090.C.4.c.(2)
Temporary Wall Banner	P	P	SFR MFR	COM IND	Yes	10-50.100.090.C.4.c.(3)
Temporary Window Sign	P	P	SFR MFR	COM IND	No	10-50.100.090.C.4.c.(4)

End Notes¹ Except detached single family dwellings and duplexes.² This sign type is only allowed in accordance with the provisions of Section 10-50.100.100.A (Flagstaff Central District).³ Except, this sign type is not permitted in the Downtown Historic District (Section 10-50.100.100.B).⁴ See Section 10-50.100.090.C.4.c.(1)**Key****XXX** Allowed **XXX** Not-Allowed**P** Sign type is permitted within the area type identified in this table.**--** Sign type is not permitted within the area type identified in this table

SFR = Single family Residential; MFR = Multi family Residential; COM = Commercial; and IND = Industrial

10-50.100.020 Applicability**A. Applicability**

1. This Division applies to all signs within the City, regardless of their nature or location, unless specifically exempted.
2. Regulations for permanent signs are found in Section 10-50.100.060 (Permanent Signs).
3. Regulations for portable signs are found in Section 10-50.100.090 (Portable Signs).
4. Heritage signs in landmark zones are governed by the ordinance designating the Landmark Overlay and its related guidelines. (Refer to Division 10-30.30 (Heritage Preservation)).
1. Three levels of review standards are established in this Division, some or all of which may be applied to the sign depending on where it is located proposed location within the City:
 - a. All signs within the City of Flagstaff shall be reviewed based on the standards established in this Division, with the exception of Sections 10-50.100.100.A (Flagstaff Central District) and 10-50.100.100.B (Downtown Historic District);
 - b. Signs in the Flagstaff Central District are reviewed based on the standards established in Section 10-50.100.100.A (Flagstaff Central District) in keeping with the urban character and scale of this district

as well as the standards and requirements otherwise established in this Division; and

- ~~c. Signs in the Downtown Historic District, which have the highest standards of review in keeping with the historic character and urban scale of this district, are reviewed based on. T the standards in Section 10-50.100.100.B (Downtown Historic District), shall be applied in addition to the standards established for the Flagstaff Central District, and as well as the standards and requirements otherwise established in this Division.~~

~~2. Applicable to Transect Zones~~

Signs proposed in the transect zones shall comply with the standards established in the following Sections:

- ~~a. Transect Zone T6: Section 10-50.100.100.A (Flagstaff Central District) and Section 10-50.100.100.B (Downtown Historic District).~~
- ~~b. Transect Zone T5 and T5-O: Section 10-50.100.100.A (Flagstaff Central District) and Section 10-50.100.100.B (Downtown Historic District), where applicable.~~
- ~~c. Transect Zone T4N.1 and T4N.1-O: Section 10-50.100.100.A (Flagstaff Central District).~~
- ~~Transect Zone T3N.1: Section 10-50.100.100.A (Flagstaff Central District).~~

~~3.5. Nothing in this Division shall be construed to prohibit a person from holding a sign while picketing or protesting located on City public property so long as the person holding the sign is located on public property that has been determined to be a traditional or designated public forum (e.g., sidewalk or park), so long as the person holding the sign and does not block ingress and egress from buildings, or create a safety hazard by impeding travel on sidewalks, in bike and vehicle lanes, or on and trails, or violate any other reasonable time, place, and manner restrictions adopted by the City (See Subsection 10-50.100.090.C.4 (Sign Walkers)).~~

~~B.C. Interpretations~~

This Division is not intended to, and does not restrict speech on the basis of its content, viewpoint, or message. ~~Any classification of signs in this Division that permits speech by reason of the type of sign, identity of the sign user, or otherwise, shall also be interpreted to allow non-commercial speech on the sign.~~ No part of this Division shall be construed to favor commercial speech over non-commercial speech. A non-commercial message may be substituted for any commercial message displayed on a sign, or the content of any non-commercial message displayed on a sign may be changed to a different non-commercial message, without the need for any approval or permit, provided

that the size of the sign is not altered. To the extent any provision of this Division is ambiguous, the term shall be interpreted not to regulate on the basis of the content of the message.

D. C. Exemptions

The following signs are not regulated by the Zoning Code, so long as they meet the applicable standards described below. Unless specifically provided within The provisions of this Division do not apply to, the following signs provisions of this Division do not apply to:

1. Building Identification Signs

Building identification signs not exceeding one square ~~feet-foot~~ in area ~~are permitted~~ for residential buildings and two square feet in area for nonresidential buildings.

2. Business Name and Address on an Entry Door

Name of a business, address information, and/or contact information displayed on an entry door, not ~~to exceed~~ing two square feet in area. ~~Sign must~~shall not include any commercial advertising.

3. Signs Posted on a Community Bulletin Board ~~Signs~~

~~A maximum of one community bulletin board per property is allowed. Signs posted on a community bulletin board shall not exceed a dimension of 11 x 17 inches. If the No more than one community bulletin board per property and per block with a maximum size of 32 square feet is allowed. A community bulletin board may be erected in public right-of-way, or in a public space, or on private property. a maximum of one community bulletin board per block is allowed. The maximum size of a community bulletin board shall be 32 square feet. Signs posted on a community bulletin board shall not exceed a dimension of 11 x 17 inches.~~

4. ~~Display Board for Daily Specials~~

~~Display board such as a white board, chalk board, or black board, on which daily specials are advertised. The display board may be mounted on an easel or similar support structure, or the wall of a building, and measure up to four square feet in area, provided it is not located within a public right of way and is not a hazard to pedestrians.~~

5. ~~Flags~~

~~Official flags of national, state, or local governments, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction. The length of the flag shall not exceed one fourth the height of the flag pole. No more than three flags shall be displayed per lot or parcel. Flags shall be mounted on a single flagpole, or three separate flagpoles installed either on the building or adjacent to a building or use. No flag bearing an explicit commercial message shall be considered an exempt flag.~~

6. ~~Governmental Signs~~

~~Signs installed by the City, County, or a Federal or State governmental~~

agency for the protection of public health, safety, and general welfare, including, but not limited to, the following:

- a. ~~Emergency and warning signs necessary for public safety or civil defense;~~
- b. ~~Traffic signs erected and maintained by an authorized public agency;~~
- c. ~~Signs required to be displayed by law;~~
- d. ~~Signs showing the location of public facilities;~~
- e. ~~Signs advertising temporary events organized by the Flagstaff Unified School District and its schools, charter schools, Northern Arizona University, Coconino Community College, Coconino County, or the City, provided no more than one sign is displayed on any business premises. The signs shall be no larger than 24 square feet in area, mounted no more than six feet in height on a wall or similar surface (signs mounted on stakes are not permitted), installed a maximum of seven days before an event, and removed no more than one day after the event. Illuminated signs are not permitted. The location restrictions listed in Section 10-50.100.040.A below shall apply to all signs falling under this exemption, except for paragraphs 6 and 9; and~~
- f. Any sign, posting, notice, or similar sign placed by or required by a governmental agency in carrying out its responsibility to protect the public health, safety, and general welfare.

~~7. Heritage Signs in Landmark Zones~~

~~Heritage signs shall be governed by the ordinance designating the Landmark Overlay and its related guidelines (Refer to Division 10-30.30 (Heritage Preservation)).~~

~~8.4. Historic and Architectural Features~~

~~Historical plaques erected and maintained by non-profit organizations, memorials, building cornerstones, and date-constructed stones not exceeding; provided that none of these exceed four square feet in area.~~

~~9.5. Signs Not Readable From the Public Right-of-Way Internal Signs and Signs within City Recreation Facilities~~

- a. Signs or displays located entirely inside of a building and not visible from the building's exterior;
- b. ~~s~~Signs intended to be readable from within a parking area but not readable ~~visible~~ beyond the boundaries of the lot or parcel upon which they are located or from any public right-of-way; and

~~c. Signs placed on the walkway directly in front of a store provided such sign does not interfere with pedestrian travel or encroach upon a required accessible path; and~~

~~d.c. Temporary Signs~~ located within City Recreation Facilities.

10. **Neighborhood or District Sign**

~~Signs used to identify a unique neighborhood or district. Such signs may be placed in a public right of way with approval of a Right of Way Encroachment Permit (See City Code Section 8-03-002-0005 (Other Permitted Encroachments)), provided such signs are not illuminated, and no larger than 20 square feet in area and eight feet in height.~~

11. **Nonstructural Modifications and Maintenance**

~~a. Changes to the face or copy of changeable copy signs;~~

~~b. Changes to the face or copy of an existing multi-tenant freestanding non-illuminated sign from one business to another with no structural or lighting modifications to the sign; and~~

~~c. The normal repair and maintenance of conforming or legal non-conforming signs, except as identified in Section 10-50.100.050.E.~~

12. **Political Signs**

~~Political signs are permitted in compliance with ARS § 16-1019.~~

13. **Real Estate Signs**

~~a. All Residential Zones.~~

~~(1) One real estate sign per street frontage is permitted. Signs must be non-illuminated, constructed of durable materials, placed only on the property for sale, rent, or lease, be no more than six feet in height, and be no larger than eight square feet in area in single-family residential zones and no larger than 12 square feet in area in multi-family residential zones.~~

~~(2) Open house/auction directional signs are permitted within one mile of the residence as measured along the streets used to drive to it. Such signs must be no larger than four square feet in area, a maximum of three feet in height, and only one sign is allowed for each turning movement beginning at the residence for sale. Signs may be placed in a public right way or on off-site private property for the duration of the open house only while a sales person is present, provided such signs do not constitute a hazard to pedestrians or vehicular traffic, are not placed on medians, and they are removed no later than one hour after the conclusion of the open house.~~

b. **All Commercial, Industrial, and Non-residential Zones:** One real estate sign per street frontage is permitted. Signs must be non-illuminated, constructed of durable materials, placed only on the property for sale, rent, or lease, be no more than six feet in height, and be no larger than 24 square feet in area.

14. Seasonal Decorations

Temporary, non-commercial decorations or displays that are incidental to and commonly associated with national, local, or religious celebration, provided that such decorations and displays are only displayed during the appropriate time of year, are maintained in an attractive condition, and do not constitute a fire hazard.

15. Signs Required by Law

16. Street Light Banner Sign

Street light banner signs as permitted by the City on light poles in certain areas within the City.

17. Vehicle Signs

Signs indicating the name of the owner or business that are permanently painted or wrapped on the surface of a vehicle, adhesive vinyl film affixed to the interior or exterior surface of a vehicle window, or signs magnetically attached to a vehicle or rolling stock, so long as the vehicle is being regularly and consistently used in the normal daily conduct of the business, e.g., when a company vehicle is being used for transporting and delivering goods or providing services related to the business (see also Section 10-50.100.040.A.7).

18. Vending Machine and Similar Facilities

Signs that constitute an integral part of a vending machine or similar facilities located outside of a business. Such signs are included in the total allowable building-mounted sign area.

19. Yard or Garage Sale Signs

Signs advertising a yard or garage sale, provided they are not displayed more than one day prior to the yard or garage sale and removed when the sale has concluded.

6. Governmental Signs

Any sign, posting, notice or similar signs placed, installed or required by law by a city, county, or a federal or state governmental agency in carrying out its responsibility to protect the public health, safety, and welfare, including, but not limited to, the following:

- (1) Emergency and warning signs necessary for public safety or civil defense;
- (2) Traffic signs erected and maintained by an authorized public agency;

- (3) Signs required to be displayed by law;
- (4) Signs directing the public to points of interest; and
- (5) Signs showing the location of public facilities.

10-50.100.030 Sign Permits Requirements

A. The procedures for submittal, review and approval of Permanent Signs are provided in Section 10-20.40.120 (Sign Permit - Permanent Signs) and Temporary Wall Banner Sign Permits are provided in Section 10-20.40.130 (Sign Permit - Temporary Wall Banners Sign Permits), including any required fees, are provided in Section 10-20.40.120 (Sign Permit - Permanent Signs) and Section 10-20.40.130 (Sign Permit - Temporary Signs), except that s Signs associated with and/or advertising a special event on City property shall be approved as part of the Special Event Permit from the City. All signs not approved in the Special Event Permit are prohibited.

B. No A Sign Permit is shall be not required for a sign on property used exclusively for a single-family residence or duplex that complies with this Division and is limited to one sign per street frontage.

C. Nonstructural Modifications and Maintenance

No A Sign Permit is not required for the following non-structural modifications to and maintenance of existing signs:

1. Changes to the face or copy of changeable copy signs;
2. Changes to the face or copy of an existing single-tenant or multi-tenant freestanding or building mounted non-illuminated sign from one business to another with no structural or lighting modifications to the sign; and
- B-3. The normal repair and maintenance of conforming or legal non-conforming signs, except as identified in Section 10-50.100.050.E (Sign Maintenance).

10-50.100.040 General Restrictions for All Signs

A. Location Restrictions

Except where specifically authorized in this Division, the following signs may not be placed are prohibited in the following locations:

1. NoAny sign shall be placed located wWithin, on, or projecting over a City right-of-way;

- ~~2. Any sign located within, on, or projecting over a property line which borders a public or private street, highway, alley, lane, avenue, road, sidewalk, or other right-of-way, except as specifically provided in this Division;~~
- ~~3.2. No Any sign shall be attached to or placed any public utility pole, structure or street light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, statue, memorial, or other location oOn public property, except for government signs and those signs approved as part of a Sspecial Eevent pPermit on City property;. Nothing in this Section shall be construed to prohibit a person from holding a sign while located on City property so long as the person holding the sign is located on public property determined to be a traditional public forum and does not block ingress and egress from buildings or create a safety hazard by impeding travel on sidewalks, bike and vehicle lanes, and trails;~~
- ~~3. No Any sign shall, which by reason of its location, will Any location that obstructs the view of any authorized traffic sign, signal, or other traffic control device;~~
- ~~4. No sign shall be constructed or placed in such a way as to or which by reason of shape, color, or position interferes with or could be confused with any authorized traffic signal or device;~~
- ~~5.4. No Any sign shall be which is constructed or placed in such as manner so as to prevent or interfere with or inhibit free Areas allowing for ingress to or egress from any door, window, or any exit way required by the Building Code currently in effect, or by Fire Department regulations currently in effect;~~
- ~~6.5. NoAny commercial, advertising, or business sign shall be that is not located oOffon the premises of the business to which it the commercial advertising sign refers;~~
- ~~7. Any sign mounted, attached, or painted on a trailer, boat, or motor vehicle parked to provide advertising visible from the public right-of-way or parked on public property to clearly provide advertising close to the public right-of-waywhen the principal use of the vehicle at the time of the display is for the display of the sign and the vehicle is parked, stored, or displayed conspicuously on public or private property for the purpose of exhibiting commercial advertising, advertising an on-site or off-site business, or supplying directional information to an off-site business or service. This provision excludes: vehicles and equipment engaged in active construction projects, and the on-premise storage of equipment and vehicles offered to the general public for rent or lease.~~
 - ~~a. Signs that are permanently painted or wrapped on the surface of a vehicle, adhesive vinyl film affixed to the interior or exterior surface of a vehicle window, or signs magnetically attached to a vehicle or rolling~~

~~stock, so long as the vehicle is being regularly and consistently used in the normal daily conduct of the business, e.g., when a company vehicle is being used for transporting and delivering goods or providing services related to the business. Such vehicles shall be operable, properly licensed, and when not being used to conduct daily business, parked or stored in a lawful and authorized manner on the business property so as not to be visible from the public right of way. Where parking limitations on the business property prevent the business owner from parking the vehicle in a manner not to be visible from the public right of way, the vehicle shall be parked as far from the public right of way as possible; and~~

~~b. Vehicles and equipment engaged in active construction projects, and the on-premise storage of equipment and vehicles offered to the general public for rent or lease.~~

Permitted **OR** **Permitted**
NOT permitted **OR** **NOT permitted**

Figure A. Signs on Vehicles Used for Business Purposes

~~8.6. No Any sign shall be painted, attached or mounted on~~On fuel tanks, storage containers and/or solid waste receptacles or their enclosures, except for a manufacturer's or installer's identification, appropriate warning signs and placards, and information required by law;

~~9. Any sign tacked, painted, burned, cut, pasted or otherwise affixed to the walls of any building, barn, shed, accessory structure, or other structures that are visible from a public way;~~

~~10.7. No Any sign shall be t~~Tacked, painted, burned, cut, pasted or otherwise affixed to trees, rocks, light and utility poles, posts, fences, ladders, benches, or similar supports that areis visible from a public way;

~~8. No Any sign shall that Any location that~~Where they covers the architectural features of a building, such as dormers, insignias, pilasters, soffits, transoms, trims, or other architectural feature;

~~11.9. No sign shall be placed o~~On the roof of a building, except as permitted in Section 10-50.100.060.C.4.b.(11) (Roof Signs);

~~12. Billboards; and~~

~~13. Bandit signs.~~

B. Prohibited Signs

- 1. Billboards;**
- 2. Signs that could be confused with any authorized traffic signal or device;**
- 3. Bandit Signs; and**
- 4. Stuffed or inflated animals or characters used as signs.**

B.C. Display Restrictions

1. Purpose

The purpose of this Subsection is to regulate the manner in which signs convey their messages by specifying prohibited display features that create distractions to the traveling public and create visual clutter that mars the natural and architectural aesthetics of the City.

2. Applicability

Signs with the following display features are prohibited:

- a. ~~Any sign or lighting devices, whether on the exterior of a building or on the inside of a window which is visible beyond the boundaries of the lot or parcel, or from any public right-of-way,~~ with intermittent, flashing, rotating, blinking or strobe light illumination, animation, motion picture, or laser or motion picture projection, or any lighting effect device creating the illusion of motion, as well as laser or hologram lights;
- b. ~~Any sign with an~~ exposed light source, except for neon that is incorporated into the design of the sign;
- c. ~~Any sign which emits sound, odor, or smoke, laser or hologram lights, or other visible matter, including any sign that uses motion picture projection;~~
- d. ~~Any sign animated by any means, including fixed aerial displays, balloons, spinners, strings of flags and pennants, streamers, tubes, or other devices affected by the movement of the air or other atmospheric or mechanical means;~~ Inflatable balloons, spinners, strings of flags and pennants, fixed aerial displays, streamers, tubes, or other devices affected by the movement of the air or other atmospheric or mechanical means either attached to a sign or to vehicles, structures, poles, trees and other vegetation, or similar support structures;
- e. Rotating or moving sign body ~~Any sign or any other portion of the sign in which the sign body or any portion of the sign rotates, moves up and down, or any other type of action involving a change in~~

~~position of the sign body or any portion of the sign~~, whether by mechanical or any other means. Barber poles no larger than three feet high and 10 inches in diameter, and clocks, are excepted from this restriction;

- f. Electronic ~~D~~displays ~~s~~signs;
- g. Any changeable copy LED ~~or similar~~ signs, except fixed illumination display signs used to indicate that a business is "open", display prices, or to confirm an order placed in a drive through lane; and
- h. Animated signs or costumed character (except as permitted in Section 10-50.100.090.C.6 (Sign Walkers), sStuffed or inflated animals, vehicle(s) used as a sign or sign structure (except as permitted in Sections 10-50.100.020.D.17 (Vehicle Signs) and 10-50.100.040.A.7), and s; and
- h.i. Strings of lights arranged in the shape of a product, arrow, or any commercial message.

10-50.100.050 General Requirements for All Signs

[No amendments are proposed in this Section other than to include an additional graphic (see below) on Page 50.100-15 to better explain how sign area is calculated when a symbol is included within a sign.]



10-50.100.060 Permanent Signs

- A. Applicability
Three levels of review standards are established in this Division, some or all of which may be applied to the sign depending on where it is located within the City:

1. All signs within the City of Flagstaff shall be reviewed based on the standards established in this Division;
2. Signs in the Flagstaff Central District are reviewed based on the standards established in Section 10-50.100.100.A (Flagstaff Central District) as well as the standards and requirements otherwise established in this Division; and
3. Signs in the Downtown Historic District, which have the highest standards of review in keeping with the historic character and urban scale of this district, are reviewed based on the standards in Section 10-50.100.100.B (Downtown Historic District), the Flagstaff Central District, and the standards and requirements otherwise established in this Division.

B. Applicable to Transect Zones

Signs proposed in the transect zones shall comply with the standards established in the following Sections:

1. Transect Zone T6: Section 10-50.100.100.A (Flagstaff Central District) and Section 10-50.100.100.B (Downtown Historic District).
2. Transect Zone T5 and T5-O: Section 10-50.100.100.A (Flagstaff Central District) and Section 10-50.100.100.B (Downtown Historic District), where applicable.
3. Transect Zone T4N.1 and T4N.1-O: Section 10-50.100.100.A (Flagstaff Central District).
4. Transect Zone T3N.1: Section 10-50.100.100.A (Flagstaff Central District).

[Insert Figure A. here – Map showing the relationship between the standards applied in the Downtown Historic District, Flagstaff Central District and the City as a whole.]

C. Permanent signs shall comply with the sign area, height, number, type, and other requirements of this Section and Table A (Standards for Permanent Signs by Use), except as otherwise provided in Subsections B. and C. Unless specifically indicated, Sign Permits are required for all permanent signs in accordance with Section 10-20.40.120 (Sign Permit - Permanent Signs).

DE. **Signs for All Non-residential Uses in All Zones**

4. Standards for Specific Sign Types

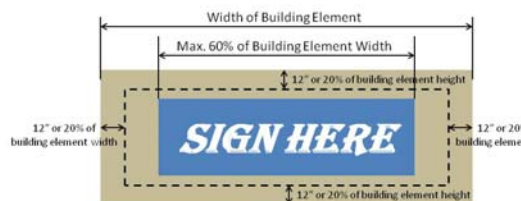
- b. The following sign types are permitted, subject to the criteria listed under each sign type.

(2) Building Mounted Signs

The standards provided in Table C (Standards for Building Mounted Signs) shall apply to all building mounted sign in all

zones where allowed by Table 10-50.100.060.A (Standards for Permanent Signs by Use).

Table 10-50.100.060.C: Standards for Building Mounted Signs

	Standard
<p>Sign Placement</p> 	<p>The total sign area for signs on single-tenant or multi-tenant buildings may be placed on any building elevation, except <u>subject to the following standards:</u></p> <ol style="list-style-type: none"> (1) At least 1 sign shall be associated with the building entry zone! (may be wall mounted, projecting, awning, etc.); (2) No sign shall face an adjoining residential zone; (3) Signs shall be placed <u>at least the lesser of 12 inches or 20% of the width and height of the building element on which they are mounted, whichever is less, from the sides of the building element;</u> (4) The width of the sign shall <u>be not be</u> greater than 60% of the width of the building element on which it is displayed; (3)(5) <u>Signs shall be placed at least 12 inches or 20% of the height of the building element on which they are mounted, whichever is less, from the top and bottom edge of the building element.</u> <p>Individual tenants in multi-tenant buildings are permitted building-mounted signs only on the primary entrance elevation of the space occupied by the business.</p> <p>If vertically placed on a mansard roof, structural supports shall be minimized, and secondary supports (angle irons, guy wires, braces) shall be enclosed/ hidden from view.</p>
<p>Special Provisions</p> <p>Additional Increases in Sign Area (Section 10-50.100.080 (Sign Design Performance Standards))</p>	<p>Additional sign area may be sought under Section 10-50.100.080 (Sign Design Performance Standards), <u>but is limited to a max. sign area of 100 sq. ft.</u></p>

(5) Driveway Directional Signs

- (a) Driveway Directional signs are ~~only permitted as part of a Comprehensive Sign Program, and are exempted~~ from the total allowable sign area permitted for each use.
- (b) The standards provided in Table F (Standards for Driveway Directional Signs) shall apply.

Table 10-50.100.060F: Standards for Driveway Directional Signs

Standard	Other Requirements
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Table 10-50.100.060F: Standards for ~~Driveway Directional~~ Signs

Sign Area	3 sq. ft. per face.	May be double-sided. Included in the total allowable sign area for building-mounted signs.
Mounting Height – Building Mounted Sign	Max. 8 feet from grade.	Flat against a wall of the building.
Mounting Height – Freestanding Sign	Max. 3 feet from grade.	
Number of Signs	Max. 1 at each driveway or drive through <u>lane</u> .	
Illumination	Internal illumination only.	May also be non-illuminated.
Permitting	Sign Permit is required.	

(7) Freestanding Signs

Table 10-50.100.060.H: Standards for Freestanding Signs

~~Non-Residential Use in Commercial or Industrial Zone – Live/Work, Single Tenant Building, Multi-Tenant Buildings, Development Sites, Shopping Centers, and Detached Buildings within a Multi-Tenant Development or Shopping Center~~

Standard

Sign Height See this Section and Table A (Standards for Permanent Signs by Use). Elements to enhance the design of a sign structure may extend above the sign to a max. of 20% of the sign's allowed height, or 12 inches whichever is greater.

Special Provisions

Standard

Sign Width The sign base ~~must beshall have~~ a min. ~~aggregate width~~ of 60% of the width of the sign cabinet or face.
A freestanding sign may be mounted on 2 or more posts with a min. diameter/dimension of 8" if the sign complies with the standards of Section 10-50.100.080 (Sign Design Performance Standards).

Insert a new row between "Additional Increases in Sign Area" and "Landscaping".

Post Sign Max. 1 post sign per frontage.
Sign Permit is required unless the post sign advertises property or a portion of the property for sale, rent or lease, in which case no Sign Permit is required and the sign area will be included in the allowable area for portable signs. See Table 10-50.100.090.A.

(14) Window Sign

The standards provided in Table O (Standards for Permanent Window Signs) shall apply.

Table 10-50.100.060.O: Standards for Permanent Window Signs

	Standard	Other Requirements
Sign Area	Combined Area of temporary and permanent window signs combined shall not exceed 25 40% of the area of the window on or within which they are displayed.	Combined window coverage shall not exceed 25% of the area of any 1 window. Signs constructed of perforated vinyl or painted on the window shall be included as part of the 40 25% area calculation. Permanent window signs are included in the total allowable sign area for building mounted signs.
Sign Placement	No higher than 1 st story windows.	Inside mounting required preferred.
Illumination	Neon illumination only.	Fixed copy or display only – no flashing, blinking, or moving text or images are permitted.
Permitting	Sign Permit is required.	
<u>Open Signs</u>	<u>Max. 2 sq. ft.</u> <u>Max. 1 per business.</u>	<u>Excluded from the total allowable building mounted sign area.</u> <u>No Sign Permit required.</u>

(15) Vehicle Other Signs Types

The standards provided in Table P (Standards for Vehicle Other Signs Types) shall apply.

Table 10-50.100.060.P: Standards for Vehicle Other Signs Types

	Standard	Other Requirements
<u>Drive-Through Menu Board and Confirmation Signs</u>		
Sign Area	Menu Board = Max. 40 sq. ft. Order Confirmation Board = Max. 2 sq. ft.	If the sign area for both signs combined is greater than 42 sq. ft., the sign area is included in the total allowable building mounted sign area.
Sign Placement	One each per drive through lane	
Illumination	Internally illuminated only.	
Permitting	No Sign Permit required.	
<u>Fuel Pump Signs</u>		
Sign Dimensions	Max. 1.5 ft. high and ≤ the width of the fuel pump.	Sign area is excluded from the total allowable building sign area.
Sign Placement	Max one fuel pump sign per fuel pump.	+ fuel pump topper sign, max. 2 sq. ft., per fuel pump also permitted.
Illumination	Internally illuminated only.	

Permitting	No Sign Permit required.	
Menu Display Box		
Sign Area	4 sq. ft.	If > 4 sq. ft., area is included in the total allowable building-mounted sign area.
Sign Placement	On a wall or within a window of the bar or restaurant it serves.	Designed to be architecturally compatible with the building.
Illumination	Non-illuminated or externally illuminated with down-directed, fully shielded fixtures only.	
Permitting	No Sign Permit required for menu display box ≤ 4 sq. ft.	Sign Permit required for menu display box > 4 sq. ft.
Open Sign		
Sign Area	Max. 2 sq. ft.	Not included in the total allowable building-mounted sign area.
Sign Placement	Max. 1 sign per business.	
Illumination and Display	Fixed copy or display only — no flashing, scrolling, blinking, or moving text or images.	
Permitting	No Sign Permit required.	
Vehicle Signs		
Vehicle Sign	May be: (1) Permanently painted or wrapped on the surface of a vehicle; (2) Adhesive vinyl film affixed to a window; or (3) Magnetically attached to a vehicle.	May only indicate the name of the business and owner.
Vehicle Use	<p>The vehicle must be regularly and consistently used in the normal daily conduct of the business, e.g. used for delivering or transporting goods or providing services related to the business.</p> <p>Vehicle must be operable and properly licensed.</p> <p>When not in use the vehicle must be parked in a lawful manner on the business property so as not to be visible from the public right-of-way, or if this is not possible, as far from the public right-of-way as possible.</p> <p>The intent of these regulations is to prohibit the use of vehicle signs as billboards or permanent freestanding signs.</p>	
Vending Machine and Similar Facilities		
Sign Area	When placed outside of a business, signs that are an integral part of such machines shall be included in total allowable building-mounted sign area.	
Permitting	No Sign Permit required.	

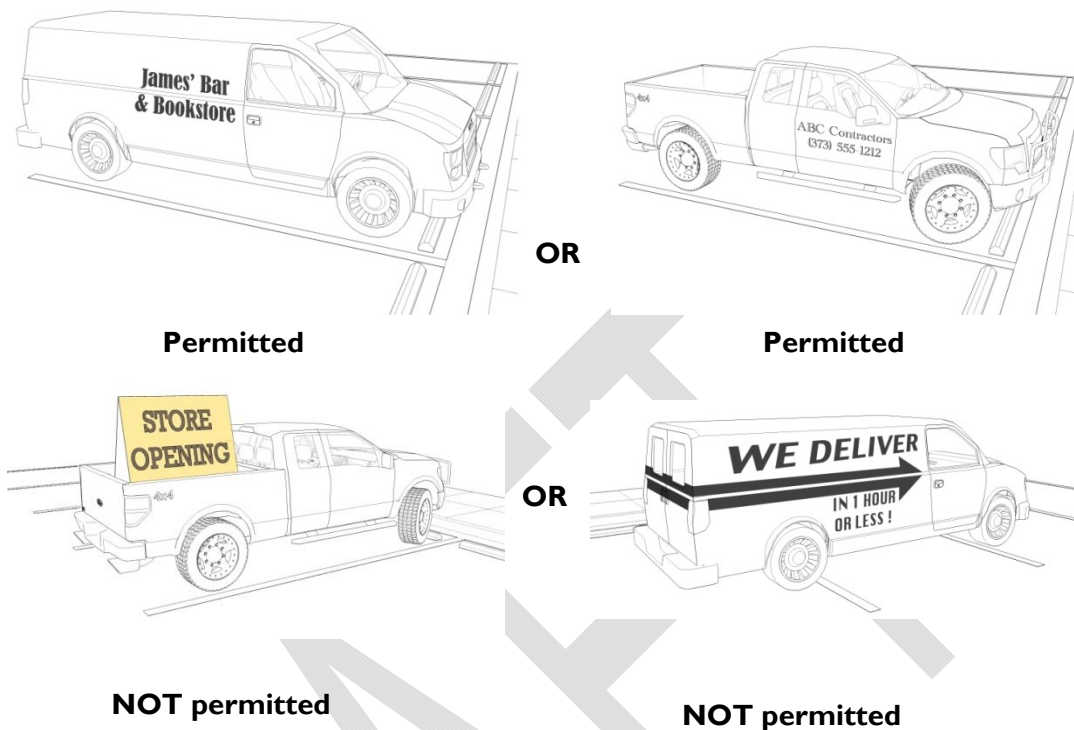


Figure X. Signs on Vehicles Used for Business Purposes

10-50.100.070 Comprehensive Sign Programs

- Page 50.100-43

C. Review

- The Planning Commission shall review all Comprehensive Sign Programs that request an increase in allowable sign height and area beyond the limits established in Section 10-50.100.080 (Sign Design Performance Standards) for freestanding and building mounted signs for multi-tenant buildings and/or shopping centers.

10-50.100.080 Sign Design Performance Standards

B. Cumulative Adjustments

Table 10-50.100.080.B: Cumulative Adjustments

# of Features Used	Freestanding Signs		Building Mounted Sign	
	Area	Height	Area	Height
2	30%	20-30% ¹	20%	10%

3	45%	35-40% ¹	30%	15%
4	60%	50%	40%	20%
Standard #5 w/ Standards 1-4	Not to exceed 75% of original max. permitted sign area	N/A	N/A	N/A
Cumulative Maximum Sign Area Increase Allowed	75 0%	50%	50%	20%

End Notes

¹ This percentage varies depending on which design features listed in Table A are utilized.

10-50.100.090 PortableTemporary Signs**A. Purpose**

The Council finds that the proliferation of portabletemporary signs is a distraction to the traveling public and creates aesthetic blight and litter that threatens the public's health, safety, and welfare. The purpose of these regulations is to ensure that portabletemporary signs ~~do~~are not ~~used to~~ continuously advertise goods, services, or other events, and to limit create a the distractions to the traveling public by eliminating the aesthetic blight and litter caused by portabletemporary signs ~~by allowing them only in the time, place, and manner specified in this Section.~~

B. General to All

PortableTemporary signs ~~are allowed only in compliance~~must comply with the ~~provisions of this Section~~following;

- ~~1. A Permit is only required for temporary w~~Wall banners signs require a permit. Unless specifically indicated, a Temporary Sign Permit is required for all temporary signs in accordance with Section 10-20.40.130 (Temporary Sign Permits). The applicable fee for a Temporary Sign Permit is established in Appendix 2 (Planning Fee Schedule). See Section 10-20.40.130 (Temporary Wall Banner Sign Permits – Wall Banners).
- ~~2. Temporary signs shall not be illuminated;~~
- ~~3. Temporary signs associated with events restricted to a City park or other City-owned or operated public property, including streets, vacant land, and parking lots, shall be reviewed and approved by the Recreation Services Section in compliance with the Special Event Permit Policy;~~
- ~~4. The following elements shall be prohibited on temporary signs:~~

a. ~~Any form of illumination, including flashing, blinking, or rotating lights;~~

b. ~~Animation;~~

c. ~~Reflective materials; and~~

d. ~~Attachments, including, but not limited to, balloons, ribbons, loud speakers, etc.~~

5.2. ~~There is no limitation on the length of time that a portable sign may be displayed except for temporary wall banners (See Table 10-50.100.090.B (Standards for Portable Signs)).~~

6.3. ~~PortableTemporary signs must are not be placed on or affixed to allowed on any City property, including City rights-of-way, except as specifically authorized in connection with a special event permitted under City Code Chapter 8-12 (Special Events) and permitted by the City. This prohibition does not apply to temporary signs held by individuals and not affixed to or placed on City property, so long as the individual holding the sign is on property determined to be a traditional public forum and the individual is not blocking ingress or egress from buildings or creating a safety hazard by impeding travel on sidewalks, bicycle and vehicle lanes, or trails;~~

7.

4. ~~PortableTemporary~~ signs shall not be placed in ~~the~~ clear view zones at street intersections or driveways (Refer to Section 10-50.100.050.F (Sign Placement at Intersection)).

8. ~~and are not allowed within the public right of way, including, but not limited to, travel lanes, bicycle lanes, street shoulders, parkway strips, medians, curbs, sidewalks, and trails; and~~

9. ~~The Director may remove or cause to be removed any temporary or portable sign erected or displayed upon, or projecting into public property.~~

C. ~~Standards for Portable Signs Specific to Commercial and Industrial Zones, Transect Zones T5 and T6, and Multi-family Residential Zones~~

~~A summary of permitted temporary sign types permitted in this Section are listed in Table A (Summary of Permitted Temporary Sign Types) below. Table A also identifies whether temporary directional off-premise signs, temporary off-premise signs, or temporary on-premise signs are permitted.~~

Table 10-50.100.090.A: Summary of Permitted Temporary Sign Types

Temporary Sign Type	Off-premise Directional Sign	Off-premise Sign	On-site Sign	Section 10-50.100.090
Approved Temporary Uses	P	P ¹	P	C.1
Civic or Non-Profit Events	P	P ¹	P	C.2
City Special Event or Recreation Event	P	P ¹	P ²	C.3
On-Premises Business Signs	--	--	P	C.4
Temporary Development/ Construction Signs	--	--	P	C.5
Sign Walkers	--	P ³	P	C.6

End Notes

¹ Permitted only on the City's approved sign support structures.

² Such signs are permitted subject to the standards applicable to City Special Events.

³ Only allowed on private property or on a public sidewalk immediately adjacent to the business or use being advertised.

Key

P — Permitted Sign

-- — Sign Not Allowed

Portable Temporary signs placed on the exterior of a structure or on private property are allowed in all Zones property zoned commercial, industrial, or transect zones T5 and T6 in compliance with the following standards:

Signs for Approved Temporary Uses

- Signs displayed in connection with an approved temporary use as established in Section 10-20.40.150 (Temporary Use Permits) shall comply with the standards provided in Table B (Standards for Approved Temporary Uses at the Location of the Event).

Table 10-50.100.090.B: Standards for Approved Temporary Uses at the Location of the Event

	Standard	Other Requirements
Sign Area	Max. 24 sq. ft.	
Placement	Only on the site for which the temporary use is authorized. Securely attached to a stationary structure, canopy, fence or vehicle associated with the temporary use.	Not in public right-of-way or on public property. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B.

Table 10-50.100.090.B: Standards for Approved Temporary Uses at the Location of the Event		
	Standard	Other Requirements
Period of Use	Max. 7 days before an event.	
Removal	Within 1 day after event.	
Number of Signs	Max. 1 per street frontage for the approved temporary use. If the temporary use has multiple vendors, each vendor may have 1 sign, max. 12 sq. ft., and it must be located at the vendor's booth.	
Directional Signs	See Table 10-50.100.090.E	
Material	Rigid materials only.	Banners, balloons and pennants prohibited.
Illumination	Not permitted.	
Permitting	No Sign Permit required—reviewed as a part of the Temporary Use Permit for the use.	

1. Time, Place, and Manner Restrictions for Portable Signs on Private Property

Portable signs on private property shall comply with the standards provided in Table A (Standards for All Portable Signs on Private Property).

Table 10-50.100.090.A: Standards for All Portable Signs on Private Property	
	Standard
Applicable to All Zones	
<u>Placement</u>	<u>Shall not create a hazard for pedestrian or vehicular traffic.</u> <u>Shall not be placed on a sidewalk or pedestrian pathway.</u>
<u>Height and width</u>	<u>Refer to Table 10-50.100.90.B. for height and width standards for individual portable signs.</u>
<u>Prohibited elements</u>	<u>Any form of illumination, including flashing, blinking, or rotating lights.</u> <u>Animation.</u> <u>Reflective materials.</u> <u>Attachments, including, but not limited to, any balloons, ribbons, loudspeakers, etc.</u>
<u>Design and construction</u>	<u>Professionally crafted.</u> <u>Of sufficient weight and durability to withstand wind gusts, storms, etc.</u>
Commercial, Industrial, and Other Non-Residential Zones	
<u>Period of use</u>	<u>No limitation, except for wall banners. Refer to Table 10-50.100.090.B.</u>

<u>Area of all portable signs at any one time</u>	<u>Max. 24 sq. ft. per business; excludes the area of temporary window signs and wall banner signs.</u> <u>Exception: In the Flagstaff Central District, max. 12 sq. ft. per business; excludes the area of temporary window signs and wall banner signs. Refer to Section 10-50.100.100.A.</u>
<u>Number of Signs</u>	<u>Unlimited except that the total sign area of all portable signs not exceed 24 sq. ft. per business.</u> <u>Exception: Multi-tenant shopping centers or offices – Max. 2 portable signs per 150 linear feet of property frontage not to exceed 24 sq. ft. combined.</u>
<u>Permitting</u>	<u>No Sign Permit is not required, except for temporary wall banner signs.</u>
All Residential Zones	
<u>Period of use</u>	<u>No limitation.</u>
<u>Area of all portable signs at any one time</u>	<u>Max. 16 sq. ft. per lot or parcel.</u>
<u>Number of Signs</u>	<u>Unlimited except that the total sign area of all portable signs shall not exceed 16 sq. ft.</u>
<u>Permitting</u>	<u>No Sign Permit is not required.</u>

2.—Civic and Non-Profit Event Signs on City Approved Sign Support Structures [Move this section after Types of Temporary Signs – to become new Subsection 3.]

a. Purpose

The City has installed banner sign support structures at certain locations within the community where temporary banners used to advertising events organized and implemented by civic and non-profit organizations, and events for which a Special Event Permit has been approved by the Recreation Services Section, may be placed. The purpose of these banner sign support structures, therefore, is to provide a convenient, highly visible and safe location for the display of these temporary such banners in order to minimize their proliferation within the community, which causes visual blight.

b. Standards

All signs advertising events organized and implemented by civic and non-profit organizations, or events for which a Special Event Permit has been approved by the Recreation Services Section, may be installed on City approved sign support structures in compliance shall comply with the standards provided in Table C (Standards for Temporary Civic or Non-Profit Event Signs at the Location of the Event) and Table CD (Standards for Temporary Off-Premise Signs on

City Approved Sign Support Structures ~~for City Special and Recreation Events, and Civic or Non-Profit Events~~).

~~Table 10-50.100.090.C: Standards for Temporary Civic or Non-Profit Event Signs at the Location of the Event~~

Standard	
Period of Use	Max. 7 days before an event.
Removal	Shall be removed within 1 day after an event.
Sign Placement	Only on the property where the event will be held. Not in public right-of-way, street medians, or FUTS trails. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B.
Mounting Height	Max. 6 feet.
Sign Area	Max. 24 sq. ft.
Number of Signs	Max. 1 per frontage.
Illumination	Not permitted.
Permitting	No Sign Permit required.

Table 10-50.100.090.CD: Standards for Temporary Off-Premise Signs on City-Approved Sign Support Structures for City Special or Recreation Events, and Civic and Non-Profit Events

Number of Events	No more than 3 events per organization per year may be advertised on City-approved sign support structures.
Period of Use	Max. 7 days before an event.
Sign Placement	Only at approved locations (See b. below).
Mounting Height	Max. 6 ft.
Sign Size and Area	Max. 3' by 8'; Max. 24 sq. ft.
Banner Details	<p>Grommets shall be placed at each of the corners of the banner for secure attachment to the support structure.</p> <p>Banners shall not have brand identification, such as "Sponsored by XYZ Corporation", or a product brand across the face of the banner as a background.</p> <p>Logos for sponsors of the event or the banner shall be limited to max. 20% of the area of the banner.</p>
Number of Signs	1 sign for each event per support structure, to a max. of 3 sign support structures.
Removal	Within 1 day after the an event.
Illumination	Not permitted.
Permitting	No Sign Permit required – a reservation is needed for placement of a banner on a support structure. See Section 10-50.100.090.C. 32 .b.

- b. An application may be submitted to the Director for the placement of up to three banners on City-approved sign support structures (illustrated in Figure A) for the purpose of promoting a forthcoming civic or non-profit event, a City Recreation Services event, or an event for which a Special Event Permit has been approved by the Recreation Services Section. Placement on these structures is reserved on a first come, first serve basis up to three-months in advance of the event. ~~The locations of the City's approved sign support structures are available on a map on file with the Planning Section. The City map that shows the locations of the sign support structures is available on the City website.~~



Figure A. Civic or Non-Profit Event Sign Structure

3. ~~Temporary Directional Signs for City Special Events, Parks and Recreation Events, and Approved Temporary Uses~~

~~The standards provided in Table E (Standards for Temporary Directional Signs for City Special Events, Recreation Events, Civic and Non-Profit Events, and Approved Temporary Uses) shall apply.~~

Table 10-50.100.090.E: Standards for Temporary Directional Signs for City Special Events, Recreation Events, Civic and Non-Profit Events, and Approved Temporary Uses

	Standard	Other Requirements
Area	Max. 6 sq. ft.	
Height	Max. 4 feet.	
Placement	Private property only. Only allowed 1 day prior to an event.	Not in public right-of-way or on public property. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B.
Removal	Within 1 day after an event.	
Number of Signs	No limit.	
Illumination	Not permitted.	

Table 10-50.100.090.E: Standards for Temporary Directional Signs for City Special Events, Recreation Events, Civic and Non-Profit Events, and Approved Temporary Uses

	Standard	Other Requirements
Permitting	No Sign Permit required—reviewed as part of Special Event Permit.	

4. **Temporary On-Premises Business Signs**

Temporary signs related to an on-premises business use shall be allowed, subject to the following requirements and limitations:

a. **Applicability**

Temporary business signs shall not be used to continually advertise goods, services, or events on a site. Temporary signs shall only be used for short term advertising of promotional or seasonal sales events, and for a new occupancy or use, grand opening, going out of business, or a temporary event such as a farmers market or flea market.

b. **Standards for Specific Temporary Business Signs**

Standards for specific types of temporary business signs are established in Table F (Standards for Specific Temporary Business Signs). Only one of the following temporary business signs may be displayed per 150 linear feet of property frontage or part thereof at any one time, and for no longer than the maximum time allowed for temporary business signs.


Table 10-50.100.090.F: Standards for Specific Temporary Business Signs (Includes Temporary A-Frame, Wall Banner, Vertical Banner, and Temporary Window Signs)

	Maximum Duration	Other Requirements
New Occupancy or Use Sign	45 consecutive days within the first 6 months of establishment of a new occupancy or use.	Max. 1 sign per business. May not be combined with a grand opening sign. Sign to be removed when permanent sign is installed.
Grand Opening Sign	30 consecutive days.	Max. 1 sign per business. May not be displayed at the same time as a new occupancy or use sign.
Promotional or Seasonal Sales Sign [†]	Max. of 1 sign for no more than 10 consecutive days, max. 6 times per calendar year.	Only 1 permit is required per calendar year.
Going-Out-of-Business Sign	30 consecutive days.	Max. 1 sign per business. Sign to be removed when business finally closes.

A-Frame Sign used as Secondary Signage in a Multi-Tenant Shopping Center	No limitation on the number of days they may be used	Only on the walkway directly in front of the store. Shall not interfere with pedestrian travel or encroach upon a required accessible path. Not in public right-of-way, sidewalks, parking areas, driveways, or landscape areas. No Temporary Sign Permit required.
--	--	--

D. Types of Portable Temporary Signs (Becomes new #2 – renumber subparagraphs)

1. Portable signs shall comply with the standards provided in Table B (Standards for Specific Portable Sign Types).

Wall banners are preferred as the best option for business owners desiring to place temporary business signs. Where the placement of a wall banner is not practical due to limited visibility from a public right of way or other constraints, a vertical banner may be permitted as an alternative to the 

Temporary A-Frame or Upright Signs

Temporary A frame signs including upright signs shall comply with the standards provided in Table G (Standards for Temporary A-Frame or Upright Signs).

Table 10-50.100.090.B: Standards for Specific Portable Sign Types

	Standard			Other Requirements
Portable Sign Type ¹	Height (Max.)	Width (Max.)	Area (Max.)	
A-Frame or Upright Sign	4' from grade	3'	12 sq. ft.	Only permitted in non-residential zones.
Feather or Vertical Banner	8' from grade	2'	12 sq. ft.	Secure attachment to mounting pole required. Only permitted in non-residential zones.
Yard Sign	3'	2'	4 sq. ft.	Installed securely in the ground.
Number of Signs	See Table 10-50.100.090.A.			
Portable Sign Type ¹	Height (Max.)	Width (Max.)	Area (Max.)	
Wall Banner	--	--	24 sq. ft.	May only be mounted on a building wall or on T-posts or stakes installed ≤ 6" from a wall on which the temporary wall banner

				<p>sign would be hung.</p> <p>Mounting height – max. 25 feet to the top of the temporary wall banner sign.</p> <p>Only permitted in non-residential zones.</p> <p>May only be displayed for 30 days per calendar year and shall not be used as permanent signs.</p> <p>Not included in the total sign area for all portable signs.</p> <p>Temporary Wall Banner Sign Permit required.</p>
<u>Window Sign</u>	--	--	<u>Refer to End Note³</u>	<p><u>Placed no higher than 1st story windows.</u></p> <p><u>Inside mounting required.</u></p> <p><u>Not included in the total sign area for all portable signs.</u></p>
<u>Number of Signs</u>	<u>See Table 10-50.100.090.A.</u>			

End Notes

¹ Other portable sign types may be allowed (e.g. fuel pump topper signs wraps around waste receptacles, or balloon bobbles) provided the max area limitation for all portable signs is not exceeded.

² The area of temporary and permanent window signs combined (including signs constructed of perforated vinyl or painted on the window) shall not exceed 40% of the area of the window on or within which they are displayed.

(1) ~~Vertical Banners~~

~~Temporary vertical banners shall comply with the standards provided in Table II (Standards for Temporary Vertical Banners).~~

Table 10-50.100.090.H: Standards for Temporary Vertical Banners

	Standard	Other Requirements
Placement	<p>Private property only at the business location.</p> <p>Securely fastened to the ground.</p>	<p>Not in public right-of-way or on public property. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B.</p>
Mounting	Secure attachment to mounting pole required.	
Hours of use	Business hours only.	Removal at the close of business required.
Duration of use	See Table 10-50.100.090.F.	
Height	Max. 10 feet.	Measured from grade to the top of the vertical banner.
Width	Max. 2 feet.	

Number of Signs	Max. 1 per business.
Illumination	Not permitted.
Permitting	Temporary Sign Permit required.
Design and construction	Professionally crafted.

Figure C. A-Frame Sign

(2) Temporary Wall Banners

Temporary wall banners are permitted in all commercial and industrial zones in compliance with the standards provided in Table I (Standards for Temporary Wall Banners).

Table 10-50.100.090.I: Standards for Temporary Wall Banners		
	Standard	Other Requirements
Placement	Private property only.	Not in public right-of-way. Not attached to a vehicle.
Mounting	Attached to a primary structure only, and not to any part of a roof or the supports for the roof.	Secure attachment to building required.
Duration of use	See Table 10-50.100.090.F.	
Mounting Height	Max. 25 feet to top of sign.	
Area	Max. 24 sq. ft.	
Number of Signs	Max. 1 per business.	
Illumination	Not permitted.	
Permitting	Temporary Sign Permit required.	Wall banners shall not be used as permanent signs.
Design and construction	Professionally crafted.	

Figure D. Temporary Vertical Banner

(4) Window Signs

Temporary window signs shall comply with the standards provided in Table J (Standards for Temporary Window Signs).

Table 10-50.100.090.J: Standards for Temporary Window Signs		
	Standard	Other Requirements
Sign Area	Area of temporary and permanent window signs combined (including signs	Not included in the total allowable sign area.

	constructed of perforated vinyl or painted on the window) shall not exceed 25% of the area of the window on or within which they are displayed.	
Sign Placement	No higher than 1 st -story windows.	Inside mounting preferred.
Illumination	Not permitted.	
Permitting	No Sign Permit required.	

Temporary New Development/Construction Signs

Temporary signs announcing new development or construction shall comply with the standards provided in Table K (Standards for Temporary New Development/Construction Signs).

Table 10-50.100.090.K: Standards for Temporary New Development/Construction Signs

Sign Area	Max. 32 sq. ft.	
Sign Placement	Max. 1 sign per street frontage. Only on the site where the new development is proposed.	Only after Site Plan Approval has been granted.
Sign Removal	Prior to issuance of a Certificate of Occupancy.	
Illumination	Not permitted.	
Permitting	No Sign Permit required.	

5.3. Sign Walkers **(Becomes a new Subsection #4)**

This Subsection provides To promote pedestrian and traffic safety, sign walkers are subject to the following time, place and manner restrictions pertaining to sign walkers, i.e. a person who holds a sign to convey a commercial message, are allowed, subject to the following standards:

- a. Sign walkers shall only be allowed in commercial and industrial zones, and Transect Zones T5 and T6;
- b. Sign walkers shall only be located on the premises of the business they are advertising private property with the property owner's or property manager's written approval, or only on a public sidewalk, or walkway or pedestrian thoroughfare immediately adjacent to the property for which the use, activity, business premises, sale, or advertising is being conducted;

- e.a. Sign walkers shall not be located within a minimum of 30 feet from a street or driveway intersection measured from the back of the curb or

~~edge of pavement if no curb exists, and are shall not permitted be located~~ in any of the following locations:

~~(1) Within 10 feet of a street or driveway intersection measured from the back of the curb or edge of pavement if no curb exists;~~

~~(1)(2) On any public property or within any public right-of-way except as specified in paragraph b.;~~ In parking aisles or stalls;

~~(2)(3) In driving lanes; or~~

~~(3)(4) On fences, walls, boulders, planters, other signs, vehicles, utility facilities or any other structure.~~

~~(4) Within 30 feet from any other sign walker; or,~~

~~(5) In a manner that results in sign walkers physically interacting with motorists, pedestrians, or bicyclists;~~

b. Sign walkers may not interfere with traffic or block pedestrians or bicyclists.

~~d.c.~~ Sign walkers advertising for a business are only permitted to advertise during shall be limited to the business's hours of operation of the business they are advertising;

~~e.d.~~ Sign walker signs shall not exceed eight square feet in area or it shall not exceed eight feet in height when held; or in place, and shall be professionally crafted;

~~f.e.~~ Sign walker signs that include any of the following are prohibited:

(1) Any form of illumination, including flashing, blinking or rotating lights;

(2) Animation on the sign itself; or

~~(3)f.~~ Spinning, waving, throwing the sign in the air or any other such erratic movement intended to attract attention is prohibited.

~~g. No Sign Permit is required for a s~~ Sign walkers are not required to get a sign permit.

10-50.100.100 Sign Districts of Special Designation

A. Flagstaff Central District

5. Standards

b. **Freestanding Signs**

Two styles of freestanding signs are permitted within the Flagstaff Central District: either a low profile freestanding sign, or a freestanding suspended sign, either of which may also be used as a Neighborhood or District Sign. The standards provided in Table D (Standards for Freestanding Signs in Flagstaff Central District) shall apply.

Table 10-50.100.100.D: Standards for Freestanding Signs in Flagstaff Central District			
	Standard		Other Requirements
	Area ¹	Height	
Low Profile Freestanding Sign – Single Tenant Use	24 sq. ft.	6 feet	Shall be mounted on 2 poles placed at the outermost sides of the sign face, or on a low profile sign base.
Low Profile Freestanding Sign – Multiple Tenant Use	32 sq. ft.	8 feet	Shall be mounted on 2 poles placed at the outermost sides of the sign face, or on a low profile sign base.
Freestanding Suspended Sign	18 sq. ft.	10 feet to top of sign pole	Sign structure shall consist of a vertical pole and horizontal decorative sign support, and shall be constructed of wood or metal.
Number of Signs	1 sign permitted per business.		
Illumination	See Section 10-50.100.050.C.		Externally illuminated with down-directed and shielded fixtures only. <u>Neighborhood or District Sign shall not be illuminated.</u>
Permitting	Sign Permit is required.		

End Note:

¹ The area of a Neighborhood or District Sign shall not be counted against the permitted sign area applicable to the use(s) existing on the property where the Neighborhood or District Sign will be erected.

B. **Downtown Historic District**

5. **PortableTemporary Signs**

PortableTemporary signs proposed within the Downtown Historic District shall comply with the standards established in Section 10-50.100.090 (PortableTemporary Signs), except as provided below:

- a. No A-frame, upright signs, or Feather vertical banners shall be permitted are prohibited in the Downtown Historic District.

b. Temporary stanchion signs shall comply with the standards provided in Table 10.50.100.100.E (Standards for Temporary Stanchion Signs).

Table 10-50.100.100.E: Standards for Temporary Stanchion Signs

	Standard	Other Requirements
Placement	Only within the Downtown Historic District.	Only within the amenity zone on the sidewalk directly in front of the store.
Hours of use	Business hours only.	Removal at the close of business required.
Height	Max. 4 feet.	
Width	Max. 12 inches.	
Number of Signs	Max. 1 per business.	
Illumination	Not permitted.	
Permitting	No Sign Permit required.	
Design and construction	Professionally crafted. Shall be compatible with the architectural character of the Downtown District.	

Figure E. Temporary Wall Banner

F. Flagstaff Sign Free Zone

1. Purpose and Applicability

This Section establishes a commercial tourism, commercial resort and hotel sign-free zone pursuant to A.R.S. §16-1019. The Council has determined that it is in the best interest of the City to designate a sign free zone in order to protect the scenic and aesthetic appeal of the area within the zone and maintain its appeal to tourists. The Flagstaff Sign Free Zone, which was adopted pursuant to A.R.S. § 16-1019 and is illustrated on Map 10-90.40.010 (Flagstaff Sign Free Zone), has been established based on the location of a predominance of commercial tourism, resort and hotel uses within the Zone.

2. Applicability

The Flagstaff Sign Free Zone illustrated on Map 10-90.40.010 (Flagstaff Sign Free Zone) has been determined based on the location of a predominance of commercial tourism, resort and hotel uses within the Zone.

3. Standards

- a. Within the Flagstaff Sign Free Zone all pPortable signs, including political signs, may not be placed are prohibited within the public rights-of-way in the Flagstaff Sign Free Zoneas they detract from the scenic and aesthetic appeal of the area adjacent to the Zone and deter its appeal to tourists. However, pPortable signs are permitted on private property adjacent to the Flagstaff Sign Free Zone.

- b. The Director may remove or cause to be removed any portable sign erected or displayed in the public right-of-way in the Flagstaff Sign Free Zone.

€.

10-50.100.110 Nonconforming Signs

[No amendments are proposed in this Section.]

10-50.100.120 Enforcement

- A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, display, ~~maintain~~ or use a sign within the City contrary to, or in violation of, any provision of this Division. The requirements of this Division shall be enforced in compliance with the enforcement provisions of Division 10-20.110 (Enforcement).

- B. The Director may remove, or cause to be removed, any portable sign erected or displayed upon a public sidewalk, walkway or pedestrian thoroughfare within public right-of-way or within a clear view zone that creates a hazard to pedestrian or vehicular traffic.

10-50.100.130 Appeals

[No amendments are proposed in this Section.]

10-50.100.140 Severability

[No amendments are proposed in this Section.]

Needed Amendments to Other Chapters of the Zoning Code:

Chapter 10-20 Administration, Procedures, and Enforcement:

Division 10-20.40 Permits and Approvals

Section 10-20.40.130 Sign Permits - ~~Wall Banners~~Temporary Signs

A. Purpose

This Section establishes the permitting requirements for ~~temporary wall banners-signs~~ as described in Section 10-50.100.0970 (~~Portable~~Temporary Signs) to ensure compliance with the applicable provisions of this Zoning Code.

B. Sign Permit Requirement

1. ~~Except as provided in Section 10-50.100.020 (Applicability), it~~ shall be unlawful for any person to erect, place, display, alter, ~~repair, maintain or relocate a temporary wall banner-sign~~ without first obtaining ~~approval for a Temporary Wall Banner~~ Sign Permit from the Director.

2. ~~A Temporary Sign Permit is not required to place a civic or non-profit event sign on the City's approved civic or non-profit event support structures as described in Section 10-50.100.090.C.1. However, a reservation for the use of these support structures may be submitted to the Director up to three months in advance of an event, approval of which shall be granted on a first come, first served basis.~~

C. Duration of ~~Temporary Wall Banner~~ Sign Permit

The ~~Temporary Wall Banner~~ Sign Permit will be valid for ~~30 days the use for which it has been issued and for the duration established for each temporary sign type in Table 10-50.100.090.C (Standards for Specific Temporary Business Signs)~~ beginning with the date of issuance.

D. Review and Approval

1. Application

- a. An application for a ~~Temporary Wall Banner~~ Sign Permit for a business located in a multi-tenant development or shopping center shall be made by the property manager or property owner as the applicant on behalf of a business(s) requesting a ~~Temporary Wall Banner~~ Sign Permit. ~~for temporary wall banner sign seasonal or promotional sales event.~~ A business owner who is also the property owner (e.g., in a single-tenant building) is considered the applicant for the purposes of this Section, and may submit an application for a ~~Temporary Wall Banner~~ Sign Permit for the business.
- b. No more than one ~~temporary wall banner-sign~~ per 150 linear feet of property frontage or part thereof shall be permitted at any one time. The property manager or property owner shall be responsible for determining which of the tenants in a multi-tenant development or shopping center ~~will~~ould be entitled to a ~~temporary wall banner-sign~~ in accordance with this Section.

2. Review

The Director shall review the ~~Temporary Wall Banner~~ Sign Permit application and supporting documentation required by Section 10-20.30.020 (Application Process) for compliance with the standards of Section 10-50.100.0970 (~~Portable Temporary~~ Signs).

3. Determination

The Director, in compliance with the Review Schedule on file with the Planning Section, shall determine whether the ~~Temporary Wall Banner~~ Sign Permit may be issued or if additional information is required from the applicant to complete the permit application. If the ~~Temporary Wall Banner~~ Sign Permit application is denied, the reason ~~will shall~~ be stated in writing.

4. Authorization

Issuance of a ~~Temporary Wall Banner~~ Sign Permit authorizes the holder to install a ~~temporary wall banner sign(s)~~ in compliance with the terms of the permit. At any time after a ~~Temporary Wall Banner~~ Sign Permit is issued, a new owner, tenant or lessee of record, may be substituted for the original applicant, if a record of the new interest is made with the City and the new interest assumes all obligations he or she would have had in compliance with the original permit. The change of interest shall not imply that any fees paid for the permit will be returned to either the interest which has been replaced or the substitute.

E. Inspections

1. All ~~wall banners~~ signs for which a ~~Temporary Wall Banner~~ Sign Permit is required are subject to inspection to establish compliance with the provisions of Section 10-50.100.0970 (~~Portable Temporary~~ Signs), and any other applicable City codes.
2. A re-inspection fee (See Appendix 2 (Planning Fee Schedule)) ~~will shall~~ be charged if more than one inspection is made to determine compliance after issuance of a correction notice for an improperly displayed ~~portable temporary~~ sign, or after issuance of any notice of violation. No fees ~~will shall~~ be charged for an inspection establishing that a violation exists, or for the first inspection following the issuance of a notice of violation. The re-inspection charge ~~will shall~~ be imposed if any subsequent inspection is required to determine compliance.

F. Violations

Any ~~temporary wall banner signs~~ installed or displayed without a ~~Temporary Wall Banner~~ Sign Permit are in violation of this Division and ~~will be~~ grounds for the Director to issue a correction notice and/or to cause removal of the ~~portable temporary~~ sign until appropriate permits are obtained.

(Section 10-20.40.130 amended by Ord. 2014-27, adopted Nov. 18, 2014)

Renumber all following Sections and check cross-references.

Chapter 10-80 Definitions:

Division 10-80.20 Definition of Specialized Terms, Phrases, and Building Functions

Section 10-80.20.010. Definitions, "A."

ADOT: Arizona Department of Transportation.

Section 10-80.20.160. Definitions, "P."

Parkway: The area between the back of a curb and a sidewalk that is usually landscaped.

Section 10-80.20.190 Definitions, "S."

Sign: A structure, device, figure, display, message placard or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended or used to advertise, provide information in the nature of advertising, provide historical, cultural, archeological, ideological, political, or social information, or direct or attract attention to an object, person, institution, business, product, service, message, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, or illumination, ~~or projected images.~~

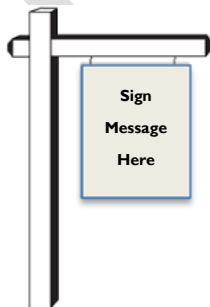
Sign, Balloon Bobber: A reusable pre-formed balloon filled with regular air made of a durable PVC vinyl that does not need to be inflated, and typically attached to a short pole.

Sign, Temporary Directional: A temporary sign which is designed and erected to serve as a public convenience in directing pedestrian and vehicular traffic to approved temporary uses, City Special Events, or City Recreation Events, and not used for the purpose of advertising goods, uses, and activities on site.

Sign, Menu Display Board: A sign advertising the menus for a restaurant, bar, or lounge.

Sign, Portable: A sign that is capable of being moved and not designed to be permanently attached to a building or permanently anchored to the ground that is constructed of paper, cloth, canvas, light fabric, cardboard, plywood, light plastic or other similar materials.

Sign, Post: A sign mounted on either a single post or two or more posts as illustrated below.



Sign, Real Estate: A sign pertaining to the sale, or lease of the premises, or a portion of the premises, on which the sign is located.

Sign, Real Estate Directional: A temporary sign used to direct traffic to a real estate sale such as an open house or auction.

Sign, Stanchion: A temporary narrow upright sign that is easily moved used for advertising purposes.

Sign, Temporary: Any sign advertising an event, special promotion, or sale for a limited period of time that is constructed of paper, cloth, canvas, light fabric, wallboard, light plastic or other light, non rigid, flimsy material.

Sign, Temporary A-Frame: A temporary portable, and self-supporting "sandwich board" sign used for advertising purposes, constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top. (Syn. Sandwich Board Sign).



Sign, Temporary Directional: A temporary sign which is designed and erected to serve as a public convenience in directing pedestrian and vehicular traffic to approved temporary uses, City Special Events, or City Recreation Events, and not used for the purpose of advertising goods, uses, and activities on site.

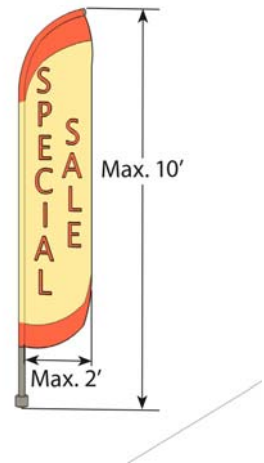
Sign, Temporary Events: A sign associated with a temporary use authorized by a Temporary Use Permit.

Sign, Temporary New Development/Construction: A temporary sign used to identify a future development that is, or will be, under construction.

Sign, Temporary Upright: A portable temporary sign that may be used in lieu of an A frame sign for advertising purposes, constructed to be taller than it is wide, which may be and mounted on a weighted base or similar support.



Sign, ~~Temporary Feather~~ or Vertical Banner: A ~~portable temporary~~ sign-type typically constructed of cloth, bunting, plastic, paper or similar non-rigid material, ~~used for advertising purposes~~, and attached to a vertically mounted pole that is securely fastened to the ground.



Sign Walker: A person who wears, holds, or balances a sign ~~in order to convey a commercial message~~.

Sign, ~~Temporary~~ Wall Banner: A ~~portable temporary~~ sign-type constructed of cloth, bunting, plastic, paper or similar non-rigid material, ~~used for advertising purposes~~, and securely attached to the ~~wall or support primary~~ structure for which it is advertising, ~~not including official flags. Flags are not considered temporary wall banners of the United States, the state of Arizona, and other states of the nation, counties, municipalities and official flags of foreign nations.~~

Sign, Temporary Yard: A small portable sign used for advertising by local businesses that are also popular in election campaigns, typically constructed of corrugated plastic and supported on an H-shaped wire frame (Syn: Lawn Sign).



Chapter 10-90 Maps: Division 10-90.40 Subject Specific Maps

Section 10-90.40.010 Flagstaff Sign Free Zone Map

Insert this new map on new Page 90.50-1.

ORDINANCE NO. 2016-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, *THE CITY OF FLAGSTAFF ZONING CODE*, CHAPTER 10-50, *SUPPLEMENTAL TO ZONES*, DIVISION 10-50.100 *SIGN STANDARDS*, CHAPTER 10-20, *ADMINISTRATION, PROCEDURES, AND ENFORCEMENT*, DIVISION 10-20.40, *PERMITS AND APPROVALS*, AND CHAPTER 10-80, *DEFINITIONS*, DIVISION 10-80.20, *DEFINITIONS OF SPECIALIZED TERMS, PHRASES, AND BUILDING FUNCTIONS*, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “2016 AMENDMENTS TO CITY CODE TITLE 10, ZONING CODE, DIVISION 10-50.100 SIGN STANDARDS, AND OTHER RELATED DIVISIONS”; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has determined that amendments to the Zoning Code, Title 10 of the Flagstaff City Code, Chapter 10-50, *Supplemental to Zones*, Division 10-50.100, *Sign Standards*, Chapter 10-20, *Administration, Procedures, and Enforcement*, Division 10-20.40, *Permits and Approvals*, and Chapter 10-80, *Definitions*, Division 10-80.20, *Definitions of Specialized Terms, Phrases, and Building Functions*, are necessary in order to ensure, among other things, that the City's sign standards have been clarified to ensure they are consistent with the US Supreme Court's decision in *Reed v. Town of Gilbert*, 135 S. Ct. 2218 (2015); and

WHEREAS, the Mayor and Council have, by resolution, previously declared the “2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100, Sign Standards, and Other Related Divisions,” (referred to hereinafter as the “Proposed Amendments”) to be a public record; and

WHEREAS, in a work session held on December 8, 2015, the City Council considered public comment, discussed various options and alternatives, and, after deliberation, directed staff to return with those changes that now comprise the Proposed Amendments; and

WHEREAS, the Planning and Zoning Commission at their public meeting on February 24, 2016, recommended that the City Council adopt the Proposed Amendments; and

WHEREAS, the City Council finds that the City has complied with the statutory notice and meeting requirements.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan (Regional Plan).

SECTION 2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

SECTION 3. The proposed amendment is internally consistent with other applicable provisions of the Flagstaff Zoning Code.

SECTION 4. In General.

That the document entitled "*2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100 (Sign Standards) and Other Related Divisions*," three copies of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona and previously declared by Resolution No. 2016-13 to be a public record, is hereby adopted and made a part hereof as if fully set out in this ordinance and its provisions declared to be inserted into the Zoning Code and to replace and supersede the existing relevant provisions of the Zoning Code.

SECTION 5. Penalties.

Whenever the Flagstaff Zoning Code prohibits an act or makes or declares an act to be unlawful or an offense, or whenever in the Code the doing of any act is required, or the failure to do any act is declared to be unlawful, the violation of any such provision shall be punished as follows:

Civil Penalty: Any person found responsible for violating the Flagstaff Zoning Code shall be sentenced to a fine of not less than \$100. Any person found responsible of a second violation committed within 36 months of a prior violation shall be subject to a fine of not less than \$250. Any person found responsible of a third or subsequent violation within 36 months of a prior violation shall be subject to a fine of not less than \$500.

Criminal Penalty: Any person found responsible by the Flagstaff Municipal Court for three or more civil violations of the Flagstaff Zoning Code within a 24-month period shall be deemed a habitual offender. A habitual offender who subsequently violates the Flagstaff Zoning Code shall be guilty of a class 1 misdemeanor.

SECTION 6. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 7. Severability.

That, if any section, subsection, sentence, clause, phrase or portion of this ordinance or any of the amendments adopted in this ordinance is for any reason held to be invalid, unconstitutional, or unenforceable by a decision of any court of competent jurisdiction, such decision shall not affect any of the remaining portions thereof.

SECTION 8. Effective Date.

This ordinance shall be effective (30) thirty days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brandi Suda, Finance Director
Date: 05/15/2016
Meeting Date: 06/21/2016



TITLE:

Public Hearing: Proposed FY 2016 – 2017 Budget and Property Tax Levy.

RECOMMENDED ACTION:

- 1) Hold Public Hearing
- 2) Recess Regular Meeting and convene a Special Meeting

SPECIAL MEETING

Consideration and Adoption of Resolution No. 2016-24: A resolution of the City Council of Flagstaff, Arizona, for the adoption of the Budget for Fiscal Year 2016-17 and Public Hearing for Budget and Levy.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2016-24 by title only
- 2) City Clerk reads Resolution No. 2016-24 by title only (if approved above)
- 3) Adopt Resolution No. 2016-24
- 4) Adjourn Special Meeting and reconvene Regular Meeting

REGULAR MEETING

Executive Summary:

In accordance with State law, a public hearing is required for final adoption of the budget, and the establishment of the property tax levy. This hearing provides for citizen input prior to adoption. Arizona State Statutes require each municipality to adopt a budget as prescribed by A.R.S. Title 42, Chapter 17, Articles 1 through 5. As published in the Tentative Adoption of the Budget, the Final Budget Adoption is to take place on June 21, 2016 (during a Special Meeting) and the Property Tax Levy ordinance will have a first read on June 21, 2016 and will have the second read on July 5, 2016.

Financial Impact:

- The final budget adoption allows the City to commit and expend resources as determined to be needed through the FY2016-2017 budget process.
- The City of Flagstaff will levy a flat primary property tax levy of \$5,627,083 on existing properties plus levy of \$80,095 on new construction for a total levy of \$5,707,178. The primary property tax rate to support this levy is \$0.8121 per \$100 of assessed valuation (less than last FY).
- The City of Flagstaff will levy a flat secondary property tax rate on existing properties and new construction of \$0.8366 per \$100 of assessed valuation (same as last FY).

Connection to Council Goal and/or Regional Plan:

- 1) Invest in our employees and implement retention and attraction strategies
- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 4) Develop and implement guiding principles that address public safety service levels through appropriate staff levels
- 5) Explore and adopt policies to lower the costs associated with housing to the end user
- 6) Provide a well-managed transportation system
- 7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 9) Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues
- 10) Support and assist the most vulnerable

Has There Been Previous Council Decision on This:

- December Budget Retreat on December 9, 2015
- February Budget Advance on February 11 & 16, 2016
- Council Budget Advance on April 26 & 27, 2016

Options and Alternatives:

For Public Hearing:

- Open the public hearing
- Delay the public hearing

For Final Budget Adoption:

As the City adopted the tentative budget on June 7, 2016, the maximum appropriation for FY2016-2017 has been set.

The Council could choose to make adjustments within that maximum appropriation or make reductions in the maximum appropriation.

Background/History:

Budget adoption:

The budget was presented for tentative adoption on June 7, 2016. The tentative adoption established the maximum appropriation for the City for the FY 2016-2017 budget year. The budget legal schedules were published in the Arizona Daily Sun on June 9, 2016 and June 16, 2016.

Property tax levy:

Primary property taxes are accumulated in the General Fund and pay for general services which include but are not limited to public safety, parks and recreation, other public work services, and general

administrative and management functions within the City.

Secondary property taxes support debt service payments on numerous city capital projects including the Aquaplex, fire stations, open space, street/utility projects, forest restoration, and the future core services facility.

Truth in Taxation legislation:

Every year, the Truth in Taxation legislation requires that the county assessor, on or before February 10, transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the City must go through the Truth in Taxation procedures. It is important to note that it is the levy amount and not the rate which triggers the Truth in Taxation procedure. The City of Flagstaff has not triggered the Truth in Taxation' notification and hearing for FY2016-2017 and no additional notifications are required.

Key Considerations:

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget and to levy property taxes. If this time sequence is not met as required by statute, the tentative budget adoption, the final budget adoption, the property tax levy actions, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July. The County will adopt the property tax levy the first week of August. The key dates in the process have been presented as part of the action summary.

June 7, 2016 Tentative adoption of budget by Council
June 21, 2016 Proposed budget and property tax levy hearing
June 21, 2016 Final budget adoption (done in a Special meeting)
June 21, 2016 First reading property tax ordinance
July 5, 2016 Final reading and adoption of property tax ordinance

Expanded Financial Considerations:

The City of Flagstaff is proposing a flat primary property levy of \$5,627,083 on existing properties for the FY2016-2017 plus new construction levy of \$80,095 for a total levy of \$5,707,178. The maximum allowable primary property revenue for FY2016-2017 is \$6,301,017. The City of Flagstaff is not proposing a change in the secondary property tax rate for FY2016-2017.

Primary property tax rate will decrease from \$0.8234 in FY2015-2016 to \$0.8121 in FY2016-2017 due to the total valuation of all existing properties are increasing 1.4%. The Truth in Taxation statutory requirements have not been triggered as the levy amount on existing properties is flat and it is not dependent on rate. The table below reflects a five year rate history:

Property Tax Rates	FY 2012-2013	FY 2013-2014	FY 2014-2015	FY 2015-2016	FY 2016-2017 Proposed
Primary	\$ 0.7131	0.8429	0.8418	0.8234	0.8121
Secondary	0.8366	0.8366	0.8366	0.8366	0.8366
Total	\$ 1.5497	1.6795	1.6784	1.6600	1.6487

RESOLUTION NO. 2016-24

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE BUDGET THE CITY OF FLAGSTAFF FOR FISCAL YEAR 2016-2017.

RECITALS:

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 7, 2016 make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS, in accordance with said sections of said Title, and following due public notice, the Council met on June 7, 2016, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 21, 2016, in the Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. 42-17051 (A);

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

That said estimates of revenues and expenditures shown on the accompanying schedules as now increased, reduced, or changed, are hereby adopted as the budget of the City of Flagstaff for Fiscal Year 2016-2017.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 21st day of June, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

OFFICIAL BUDGET FORMS

CITY OF FLAGSTAFF

Fiscal Year 2017

CITY OF FLAGSTAFF
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CITY OF FLAGSTAFF
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2017

**THE FINAL OPPORTUNITY FOR PUBLIC INPUT ON THE CITY OF FLAGSTAFF FISCAL YEAR 2016-2017 BUDGET WILL OCCUR
ON JUNE 21, 2016 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001**
The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 West Aspen Avenue, Flagstaff, AZ 86001
Or the Flagstaff City-County Public Library, 300 West Aspen Avenue, Flagstaff, AZ 86001
Or the East Flagstaff Community Library, 3000 North 4th Street, Flagstaff, AZ 86004 or the official website "flagstaff.az.gov"

Fiscal Year	S c h	FUNDS							
		General Fund	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Permanent Fund	Enterprise Funds	Internal Service Funds	Total All Funds
2016 Adopted/Adjusted Budgeted Expenditures/Expenses*	E	60,958,146	61,663,573	8,037,450	39,698,616	0	71,359,812	0	241,717,597
2016 Actual Expenditures/Expenses**	E	54,997,857	39,118,774	8,032,600	1,618,921	0	52,383,061	0	156,151,213
2017 Fund Balance/Net Position at July 1***		23,975,214	42,759,033	12,795,061	6,433,783	276,293	26,563,027	0	112,802,411
2017 Primary Property Tax Levy	B	5,707,178	0	0	0		0	0	5,707,178
2017 Secondary Property Tax Levy	B	0	0	5,879,357	0		0	0	5,879,357
2017 Estimated Revenues Other than Property Taxes	C	51,814,575	42,665,357	281,650	3,076,440	19,909	58,587,190	0	156,445,121
2017 Other Financing Sources	D	0	880,000	0	28,200,000	0	5,075,000	0	34,155,000
2017 Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2017 Interfund Transfers In	D	3,213,434	11,768,348	8,527,911	2,520,000	0	3,689,034	0	29,718,727
2017 Interfund Transfers (Out)	D	7,095,020	12,205,299	8,527,911	0	0	1,890,497	0	29,718,727
2017 Reduction for Amounts Not Available:									
LESS: Amounts for Future Debt Retirement:									0
									0
									0
									0
2017 Total Financial Resources Available		77,615,381	85,867,439	18,956,068	40,230,223	296,202	92,023,754	0	314,989,067
2017 Budgeted Expenditures/Expenses	E	63,513,733	71,855,079	8,739,261	43,209,304	0	77,676,781	0	264,994,158

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2016	2017
1. Budgeted expenditures/expenses	\$ 241,174,678	\$ 264,994,158
2. Add/subtract: estimated net reconciling items	1,000,087	0
3. Budgeted expenditures/expenses adjusted for reconciling items	242,174,765	264,994,158
4. Less: estimated exclusions	105,668,182	120,746,047
5. Amount subject to the expenditure limitation	\$ 136,506,583	\$ 144,248,111
6. EEC expenditure limitation	\$ 140,651,422	\$ 145,156,751

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF FLAGSTAFF
EXPENDITURE LIMITATION
AND
TAX LEVY INFORMATION
FISCAL YEAR 2016-2017

	ESTIMATED FY 2015-2016	FY 2016-2017
Expenditure Limitation [Economic Estimates Commission]		\$ 145,156,751
Total Estimated Expenditures Subject to Expenditure Limitation		
1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A] rev 6/06 HB 2876	\$ 6,091,109	\$ 6,301,017
2. Amount Received from Primary Property Taxation in FY 2015-2016 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18]	\$ -	
3. Property Tax Levy Amounts		
A. Primary Property Taxes	\$ 5,627,083	\$ 5,707,178
B. Secondary Property Taxes	5,728,437	5,879,357
C. Total Property Tax Levy Amount	\$ 11,355,520	\$ 11,586,535
4. Property Taxes Collected (Estimated)		
A. Primary Property Taxes:		
(1) FY 2015-2016 Levy	\$ 5,527,083	
(2) Prior Years' Levies	100,000	
(3) Total Primary Property Taxes Collected	5,627,083	
B. Secondary Property Taxes:		
(1) FY 2015-2016 Levy	5,728,437	
(2) Total Secondary Property Taxes Collected	5,728,437	
C. Total Property Taxes Collected	\$ 11,355,520	
5. Property Tax Rates		
A. City of Flagstaff Tax Rate:		
(1) Primary Property Tax Rate	0.8234	0.8121
(2) Secondary Property Tax Rate	0.8366	0.8366
(3) Total City Tax Rate	1.6600	1.6487
B. Special Assessment District Tax Rates:		

As of the date of the proposed budget, the city was operating one special assessment district for which secondary property taxes are levied. For information pertaining to this district and its tax rates, please contact the City Finance Department.

* Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax collections for the remainder of the fiscal year.

CITY OF FLAGSTAFF
SUMMARY BY FUND OF REVENUES OTHER THAN PROPERTY TAXES
FISCAL YEARS 2016 AND 2017
(WITH ACTUALS FOR FISCAL YEAR 2015)

SOURCE OF REVENUES	ACTUAL REVENUES 2014-2015	BUDGETED REVENUES 2015-2016	ESTIMATED ACTUAL REVENUES 2015-2016	BUDGETED REVENUES 2016-2017	CHANGE (BDGT-BDGT)	% CHANGE
GENERAL FUND						
Local Taxes						
City Sales Tax	\$ 17,655,291	17,279,341	18,520,000	18,644,170	1,364,829	7.90%
Franchise Tax	2,467,635	2,485,140	2,514,000	2,539,140	54,000	2.17%
Licenses and Permits						
Business Licenses	30,697	30,000	30,000	30,000	-	0.00%
Building Permits	1,209,523	1,324,050	1,800,000	1,395,000	70,950	5.36%
Other Licenses and Permits	626,573	260,930	496,680	496,680	235,750	90.35%
Intergovernmental Revenues						
State Income Tax Sharing	7,973,971	7,928,250	7,928,250	8,578,408	650,158	8.20%
State Shared Sales Tax	6,019,777	5,958,225	6,120,000	6,094,663	136,438	2.29%
Vehicle License Tax	2,689,916	2,648,100	2,800,000	2,788,408	140,308	5.30%
Federal Grants	758,357	1,420,608	1,420,608	823,482	(597,126)	-42.03%
State Grants	455,348	652,089	628,139	865,687	213,598	32.76%
Local Intergovernmental Agreements	890,667	1,124,000	1,024,000	1,022,600	(101,400)	-9.02%
Charges for Services						
General Government	579,423	342,300	625,800	467,800	125,500	36.66%
Parks & Recreation	1,478,540	1,762,730	1,597,350	1,546,950	(215,780)	-12.24%
Public Safety	799,494	961,766	840,000	825,000	(136,766)	-14.22%
Cemetery	128,694	149,350	145,800	145,800	(3,550)	-2.38%
Fines and Forfeits	1,161,663	1,141,160	1,161,080	3,298,980	2,157,820	189.09%
Interest on Investments	281,023	221,050	264,000	262,000	40,950	18.53%
Miscellaneous Revenues	1,779,700	2,116,283	2,967,956	1,989,807	(126,476)	-5.98%
Total General Fund	46,986,292	47,805,372	50,883,663	51,814,575	4,009,203	8.39%
SPECIAL REVENUE FUNDS						
LIBRARY FUND						
Intergovernmental Revenues						
State Grants	44,819	188,625	188,625	25,000	(163,625)	-86.75%
Library District Taxes	3,682,066	4,882,490	3,847,490	4,465,820	(416,670)	-8.53%
Interest on Investments	34,925	37,812	26,319	37,812	-	0.00%
Miscellaneous Revenues	100,247	20,474	30,000	41,000	20,526	100.25%
Total Library Fund	3,862,057	5,129,401	4,092,434	4,569,632	(559,769)	-10.91%
HIGHWAY USER REVENUE FUND						
Intergovernmental Revenues						
Federal Grants	2,856	-	-	-	-	0.00%
Highway User Tax	6,884,173	6,862,720	7,200,000	7,149,600	286,880	4.18%
Interest on Investments	33,720	5,000	17,000	6,000	1,000	20.00%
Miscellaneous Revenues	-	-	575,520	-	-	0.00%
Total Highway User Revenue Fund	6,920,749	6,867,720	7,792,520	7,155,600	287,880	4.19%
TRANSPORTATION FUND						
Transportation Tax	14,491,488	17,585,692	18,725,667	18,912,924	1,327,232	7.55%
Interest on Investments	120,360	71,000	70,000	152,000	81,000	114.08%
Miscellaneous Revenues	2,932,573	-	-	-	-	0.00%
Total Transportation Fund	17,544,421	17,656,692	18,795,667	19,064,924	1,408,232	7.98%
FUTS FUND						
Intergovernmental Revenues						
State Grants	92,456.00	183,597	81,470	392,970	392,970	214.04%
Interest on Investments	24,080	6,750	24,000	10,000	10,000	148.15%
Contributions	5,000	-	-	-	-	0.00%
Miscellaneous Revenues	53,439	-	-	-	-	0.00%
Total Beautification Fund	174,975	190,347	105,470	402,970	402,970	211.70%

CITY OF FLAGSTAFF
SUMMARY BY FUND OF REVENUES OTHER THAN PROPERTY TAXES
FISCAL YEARS 2016 AND 2017
(WITH ACTUALS FOR FISCAL YEAR 2015)

SOURCE OF REVENUES	ACTUAL REVENUES 2014-2015	BUDGETED REVENUES 2015-2016	ESTIMATED ACTUAL REVENUES 2015-2016	BUDGETED REVENUES 2016-2017	CHANGE (BDGT-BDGT)	% CHANGE
BEAUTIFICATION FUND						
Intergovernmental Revenues						
State Grants	\$ 10,000	-	-	-	-	0.00%
BBB Tax	1,392,624	1,340,000	1,460,000	1,474,600	134,600	10.04%
Interest on Investments	33,572	7,800	34,000	15,000	7,200	92.31%
Miscellaneous Revenues	1,385	-	-	-	-	0.00%
Total Beautification Fund	1,437,581	1,347,800	1,494,000	1,489,600	141,800	10.52%
ECONOMIC DEVELOPMENT FUND						
Intergovernmental Revenues						
State Grants	38,270	200,000	200,000	-	(200,000)	-100.00%
BBB Tax	663,269	636,500	693,500	700,435	63,935	10.04%
Interest on Investments	10,121	7,257	12,228	10,540	3,283	45.24%
Miscellaneous Revenues	36,685	155,342	54,414	156,169	827	0.53%
Total Economic Development Fund	748,345	999,099	960,142	867,144	(131,955)	-13.21%
TOURISM FUND						
BBB Tax	2,094,532	2,010,000	2,190,000	2,211,900	201,900	10.04%
Retail Sales	83,054	85,000	85,000	86,700	1,700	2.00%
Interest on Investments	1,224	6,563	1,300	4,755	(1,808)	-27.55%
Miscellaneous Revenues	85,842	25,913	37,335	26,173	260	1.00%
Total Tourism Fund	2,264,652	2,127,476	2,313,635	2,329,528	202,052	9.50%
ARTS AND SCIENCE FUND						
BBB Tax	523,634	502,500	547,500	552,975	50,475	10.04%
Interest on Investments	3,699	4,185	4,185	6,705	2,520	60.21%
Miscellaneous Revenues	21	-	-	-	-	0.00%
Total Arts and Science Fund	527,354	506,685	551,685	559,680	52,995	10.46%
RECREATION-BBB FUND						
BBB Tax	2,297,924	2,211,000	2,409,000	2,433,090	222,090	10.04%
Interest on Investments	28,797	16,900	35,000	13,000	(3,900)	-23.08%
Total Recreation-BBB Fund	2,326,721	2,227,900	2,444,000	2,446,090	218,190	9.79%
HOUSING AND COMMUNITY SVCS FUND						
Intergovernmental Revenues						
Federal Grants	515,786	1,535,300	1,043,091	958,291	(577,009)	-37.58%
State Grants	118,694	1,003,168	43,426	1,130,000	126,832	12.64%
Interest on Investments	8,047	-	7,021	-	-	0.00%
Miscellaneous Revenues	172,789	4	424,738	-	(4)	-100.00%
Total Housing and Community Svcs Fund	815,316	2,538,472	1,518,276	2,088,291	(450,181)	-17.73%
METRO PLANNING ORGANIZATION FUND						
Intergovernmental Revenues						
Federal Grants	547,287	966,290	779,851	611,116	(355,174)	-36.76%
Miscellaneous Revenues	5,100	560,000	5,000	505,000	(55,000)	-9.82%
Total Metro Planning Organization Fund	552,387	1,526,290	784,851	1,116,116	(410,174)	-26.87%
EDA REVOLVING LOAN FUND						
Intergovernmental Revenues						
Federal Grants	-	-	262,206	-	-	0.00%
Interest on Investments	-	-	600	5,256.00	5,256	0.00%
Miscellaneous Revenues	-	50,123	-	13,766	(36,357)	-72.54%
Total EDA Revolving Loan Fund	-	50,123	262,806	19,022	(31,101)	-62.05%
PARKING DISTRICT FUND						
Parking Revenue	-	-	-	556,760	556,760	0.00%
Total Secondary Property Tax Fund	-	-	-	556,760	556,760	0.00%
TOTAL SPECIAL REVENUE FUNDS	37,174,558	41,168,005	41,115,486	42,665,357	1,687,698	4.10%

CITY OF FLAGSTAFF
SUMMARY BY FUND OF REVENUES OTHER THAN PROPERTY TAXES
FISCAL YEARS 2016 AND 2017
(WITH ACTUALS FOR FISCAL YEAR 2015)

SOURCE OF REVENUES	ACTUAL REVENUES 2014-2015	BUDGETED REVENUES 2015-2016	ESTIMATED ACTUAL REVENUES 2015-2016	BUDGETED REVENUES 2016-2017	CHANGE (BDGT-BDGT)	% CHANGE
DEBT SERVICE FUNDS						
SECONDARY PROPERTY TAX FUND						
Interest on Investments	\$ 80,000	64,000	83,600	75,000	11,000	17.19%
Total Secondary Property Tax Fund	80,000	64,000	83,600	75,000	11,000	17.19%
SPECIAL ASSESSMENT BONDS						
Special Assessments	2,302,545	595,250	595,250	205,750	(389,500)	-65.43%
Interest on Investments	1,098	1,800	900	900	(900)	-50.00%
Total Special Assessment Bonds	2,303,643	597,050	596,150	206,650	(390,400)	-65.39%
TOTAL DEBT SERVICE FUNDS	2,383,643	661,050	679,750	281,650	(379,400)	-57.39%
CAPITAL PROJECTS FUNDS						
G.O. BONDS PROJECTS						
Intergovernmental Revenues						
Federal Grants	-	-	-	280,000	280,000	0.00%
Interest on Investments	6,828	630	420	6,440	5,810	922.22%
Miscellaneous Revenue	-	9,620,000	-	2,790,000	(6,830,000)	-71.00%
Total G.O. Bonds Projects	6,828	9,620,630	420	3,076,440	(6,544,190)	-68.02%
NON G.O. BONDS PROJECTS						
Intergovernmental Revenues						
Grant Revenues	4,035,158	454,197	813,342	-	(454,197)	-100.00%
Total Municipal Facilities Corp	4,035,158	454,197	813,342	-	(454,197)	-100.00%
TOTAL CAPITAL PROJECTS FUNDS	4,041,986	10,074,827	813,762	3,076,440	(6,998,387)	-69.46%
PERMANENT FUNDS						
PERPETUAL CARE FUND						
Contributions	16,822	23,201	15,640	17,780	(5,421)	-23.37%
Interest on Investments	2,233	2,108	2,232	2,129	21	1.01%
Total Perpetual Care Fund	19,055	25,309	17,872	19,909	(5,400)	-21.33%
TOTAL PERMANENT FUNDS	19,055	25,309	17,872	19,909	(5,400)	-21.33%
ENTERPRISE FUNDS						
WATER, WASTEWATER, RECLAIMED WATER OPERATING FUND						
Intergovernmental Revenues						
Federal Grants	283,587	288,394	288,394	-	(288,394)	-100.00%
Water Revenues	15,317,022	15,510,620	15,910,620	16,986,426	1,475,806	9.51%
Wastewater Revenues	10,249,909	10,103,333	9,664,424	10,632,154	528,821	5.23%
Interest on Investments	196,587	151,440	151,440	153,015	1,575	1.04%
Miscellaneous Revenues	357,893	200,000	200,000	200,000	-	0.00%
Total Water and Wastewater Fund	26,404,998	28,007,093	26,214,878	27,971,595	1,717,808	6.13%
AIRPORT FUND OPERATING FUND						
Intergovernmental Revenues						
Federal Grants	1,937,955	2,850,910	140,500	5,917,209	3,066,299	107.56%
State Grants	101,837	89,825	7,583	555,072	465,247	517.95%
Airport Revenues	1,866,359	1,669,974	1,805,423	1,801,965	131,991	7.90%
Interest on Investments	6,784	3,692	3,692	3,408	(284)	-7.69%
Miscellaneous Revenues	187,725	68,026	16,690	336,250	268,224	394.30%
Total Airport Fund	4,100,660	4,682,427	1,973,888	8,613,904	3,931,477	83.96%

CITY OF FLAGSTAFF
SUMMARY BY FUND OF REVENUES OTHER THAN PROPERTY TAXES
FISCAL YEARS 2016 AND 2017
(WITH ACTUALS FOR FISCAL YEAR 2015)

SOURCE OF REVENUES	ACTUAL REVENUES 2014-2015	BUDGETED REVENUES 2015-2016	ESTIMATED ACTUAL REVENUES 2015-2016	BUDGETED REVENUES 2016-2017	CHANGE (BDGT-BDGT)	% CHANGE
SOLID WASTE						
Solid Waste Revenues	\$ 11,456,414	11,760,588	11,297,223	11,581,437	(179,151)	-1.52%
Interest on Investments	81,785	67,830	87,015	69,526	1,696	2.50%
Miscellaneous Revenues	24,506	-	1,630	-	-	0.00%
Total Environmental Services Fund	11,562,705	11,828,418	11,385,868	11,650,963	(177,455)	-1.50%
SUSTAINABILITY AND ENVIRONMENTAL MGMT						
Intergovernmental Revenues						
Federal Grants	-	-	-	269,998	269,998	0.00%
Environmental Services Revenues	1,050,537	1,029,029	1,032,336	993,288	(35,741)	-3.47%
Interest on Investments	2,949	1,800	3,387	2,993	1,193	66.28%
Miscellaneous Revenues	31,267	500	24,145	500	-	0.00%
Total Environmental Services Fund	1,084,753	1,031,329	1,059,868	1,266,779	235,450	22.83%
STORMWATER UTILITY						
Intergovernmental Revenues						
Federal Grants	25,000	225,000	120,000	113,960	(111,040)	-49.35%
Stormwater Utility Revenues	1,483,745	1,515,588	1,515,588	1,610,453	94,865	6.26%
Interest on Investments	7,171	1,089	6,789	6,546	5,457	501.10%
Miscellaneous Revenues	4,450	-	-	-	-	0.00%
Total Stormwater Utility Fund	1,520,366	1,741,677	1,642,377	1,730,959	(10,718)	-0.62%
FLAGSTAFF HOUSING AUTHORITY FUNDS						
Intergovernmental Revenues						
Federal Grants	4,295,599	5,636,039	4,634,789	5,881,395	245,356	4.35%
Rents and Other Tenant Income	1,027,946	996,000	996,000	1,029,000	33,000	3.31%
Miscellaneous Revenues	501,384	436,034	436,034	442,595	6,561	1.50%
Total Stormwater Utility Fund	5,824,929	7,068,073	6,066,823	7,352,990	284,917	4.03%
TOTAL ENTERPRISE FUNDS	50,498,411	54,359,017	48,343,702	58,587,190	5,981,479	11.00%
TOTAL REVENUES	<u>\$ 141,103,945</u>	<u>154,093,580</u>	<u>141,854,235</u>	<u>156,445,121</u>	<u>4,295,194</u>	<u>2.79%</u>

CITY OF FLAGSTAFF
SUMMARY BY FUNDING OF OTHER FINANCING SOURCES
AND INTERFUND TRANSFERS
FISCAL YEAR 2016-2017

FUND	PROCEEDS FROM OTHER FINANCING SOURCES	INTERFUND TRANSFERS	
		IN	OUT
GENERAL FUND	\$ -	3,213,434	7,095,020
SPECIAL REVENUE FUNDS			
Library Fund	-	1,641,611	-
Highway User Revenue Fund	-	8,917,839	13,000
Transportation Fund	-	-	9,162,205
FUTS Fund	-	550,000	-
Beautification Fund	-	-	433,465
Economic Development	-	251,000	143,757
Tourism Fund	-	-	67,738
Arts and Science Fund	-	-	-
Recreation-BBB Fund	-	-	2,335,134
Housing & Community Services	-	-	50,000
FMPO	-	22,500	-
Parking	880,000	385,398	-
Total Special Revenue Funds	880,000	11,768,348	12,205,299
DEBT SERVICE FUNDS			
Secondary Property Tax Fund	-	-	8,527,911
G.O. Bond Fund	-	8,527,911	-
Total Debt Service Funds	-	8,527,911	8,527,911
CAPITAL PROJECTS FUNDS			
G.O. Bond Funded Projects	18,200,000	-	-
Non G.O. Bond Funded Projects	10,000,000	2,520,000	-
Total Capital Projects Funds	28,200,000	2,520,000	-
ENTERPRISE FUNDS			
Water , Wastewater, & Reclaimed Water Fund	-	1,238,523	1,232,973
Stormwater Utility	-	1,860,361	316,684
Airport Fund	-	384,950	-
Solid Waste Fund	5,075,000	-	141,678
Sustainability and Environmental Mgmt	-	67,000	199,162
Flagstaff Housing Authority	-	138,200	-
Total Enterprise Funds	5,075,000	3,689,034	1,890,497
TOTAL ALL FUNDS	\$ 34,155,000	29,718,727	29,718,727

CITY OF FLAGSTAFF
SUMMARY BY DIVISION OF EXPENDITURES/EXPENSES WITHIN EACH FUND
COMPARISON OF FISCAL YEAR 2016 AND 2017
(WITH ACTUAL FOR FISCAL YEAR 2015)

FUND/DIVISION	ACTUAL EXPENDITURES/ EXPENSES 2014-2015	ADOPTED BUDGETED EXPENDITURE/ EXPENSE 2015-2016	ESTIMATED ACTUAL EXPENDITURES/ EXPENSES 2015-2016	PROPOSED BUDGETED EXPENDITURE/ EXPENSE 2016-2017	CHANGE (BDGT-BDGT)	% CHANGE
GENERAL FUND						
General Administration	\$ 8,494,339	9,914,497	9,037,331	10,973,306	1,058,809	10.7%
Community Development	4,017,632	4,294,597	4,292,097	4,637,447	342,850	8.0%
Management Services	3,324,859	3,633,521	3,468,371	3,822,504	188,983	5.2%
Fire	10,783,904	12,083,375	12,233,375	12,607,477	524,102	4.3%
Police	17,484,381	20,237,676	19,838,806	20,277,258	39,582	0.2%
Public Works	7,856,123	12,049,297	9,432,339	11,289,893	(759,404)	(6.3%)
Economic Vitality	366,048	174,071	174,071	175,166	1,095	0.6%
Non-departmental	(1,867,588)	(2,053,888)	(3,578,533)	(869,318)	1,184,570	(57.7%)
Contingency	57,382	625,000	100,000	600,000	(25,000)	(4.0%)
Total General Fund	50,517,080	60,958,146	54,997,857	63,513,733	2,555,587	4.2%
SPECIAL REVENUE FUNDS						
LIBRARY FUND						
General Administration	176,085	191,757	191,757	181,405	(10,352)	(5.4%)
Management Services	4,921,029	6,879,938	5,062,457	93,895	(6,786,043)	(98.6%)
Public Works	68,965	94,591	94,591	65,383	(29,208)	(30.9%)
Economic Vitality	14,909	17,485	17,485	6,704,752	6,687,267	38,245.7%
Non-departmental	77,765	73,142	73,142	84,869	11,727	16.0%
Contingency	-	100,000	-	100,000	-	0.0%
	5,258,753	7,356,913	5,439,432	7,230,304	(126,609)	(1.7%)
HIGHWAY USER REVENUE FUND						
General Administration	151,660	155,859	155,859	197,820	41,961	26.9%
Community Development	2,390,484	9,565,074	3,961,370	8,418,573	(1,146,501)	(12.0%)
Management Services	91,171	96,769	96,769	86,123	(10,646)	(11.0%)
Public Works	7,852,173	9,097,549	6,307,017	11,973,028	2,875,479	31.6%
Economic Vitality	14,496	13,729	13,729	17,838	4,109	29.9%
Non-departmental	116,557	126,761	126,761	121,777	(4,984)	(3.9%)
Contingency	-	100,000	-	100,000	-	0.0%
	10,616,541	19,155,741	10,661,505	20,915,159	1,759,418	9.2%
TRANSPORTATION FUND						
General Administration	39,239	40,595	40,595	58,900	18,305	45.1%
Community Development	10,001	1,525,600	916,291	8,963,109	7,437,509	487.5%
Management Services	265,318	302,624	302,624	339,102	36,478	12.1%
Public Works	3,585,418	6,110,000	5,550,000	3,000,000	(3,110,000)	(50.9%)
Economic Vitality	2,952	1,643	1,643	3,188	1,545	94.0%
Non-departmental	5,968,488	7,444,147	6,796,439	11,500,601	4,056,454	54.5%
	9,871,416	15,424,609	13,607,592	23,864,900	8,440,291	54.7%
FUTS FUND						
Community Development	307,163	3,758,780	738,749	3,797,713	38,933	1.0%
	307,163	3,758,780	738,749	3,797,713	38,933	1.0%
BEAUTIFICATION FUND						
Economic Vitality	566,732	3,950,191	647,141	4,642,458	692,267	17.5%
Reserve/Contingency	-	10,000	-	10,000	-	0.0%
	566,732	3,960,191	647,141	4,652,458	692,267	17.5%
ECONOMIC DEVELOPMENT FUND						
Economic Vitality	875,239	1,314,079	1,313,435	1,220,926	(93,153)	(7.1%)
Reserve/Contingency	1,771	45,000	-	45,000	-	0.0%
	877,010	1,359,079	1,313,435	1,265,926	(93,153)	(6.9%)
TOURISM FUND						
Economic Vitality	1,894,043	2,042,287	2,010,087	2,168,077	125,790	6.2%
Reserve/Contingency	5,593	70,000	20,000	50,000	(20,000)	(28.6%)
	1,899,636	2,112,287	2,030,087	2,218,077	105,790	5.0%

CITY OF FLAGSTAFF
SUMMARY BY DIVISION OF EXPENDITURES/EXPENSES WITHIN EACH FUND
COMPARISON OF FISCAL YEAR 2016 AND 2017
(WITH ACTUAL FOR FISCAL YEAR 2015)

FUND/DIVISION	ACTUAL EXPENDITURES/ EXPENSES 2014-2015	ADOPTED BUDGETED EXPENDITURE/ EXPENSE 2015-2016	ESTIMATED ACTUAL EXPENDITURES/ EXPENSES 2015-2016	PROPOSED BUDGETED EXPENDITURE/ EXPENSE 2016-2017	CHANGE (BDGT-BDGT)	% CHANGE
ARTS AND SCIENCE FUND						
Economic Vitality	\$ 521,689	815,044	457,544	757,640	(57,404)	(7.0%)
Reserve/Contingency	-	10,000	-	10,000	-	0.0%
	521,689	825,044	457,544	767,640	(57,404)	(7.0%)
RECREATION-BBB FUND						
Public Works	363,875	2,469,216	1,865,405	1,293,427	(1,175,789)	(47.6%)
PARKING DISTRICT						
Economic Vitality	-	-	-	1,454,690	1,454,690	0.0%
Reserve/Contingency	-	-	-	47,108	47,108	0.0%
	-	-	-	1,501,798	1,501,798	0.0%
HOUSING AND COMMUNITY SERVICES FUND						
Community Development	786,668	3,332,845	1,350,561	2,868,583	(464,262)	(13.9%)
Non-departmental	41,018	89,405	89,405	58,650	(30,755)	(34.4%)
	827,686	3,422,250	1,439,966	2,927,233	(495,017)	(14.5%)
METRO PLANNING ORG FUND						
Community Development	508,266	995,618	831,912	594,918	(400,700)	(40.2%)
Non-departmental	34,260	53,172	53,172	43,698	(9,474)	(17.8%)
Contingency	-	500,000	-	500,000	-	0.0%
	542,526	1,548,790	885,084	1,138,616	(410,174)	(26.5%)
EDA REVOLVING LOAN FUND						
Economic Vitality	-	270,673	-	281,828	11,155	4.1%
Total Special Revenue Funds	31,653,027	61,663,573	39,085,940	71,855,079	10,191,506	16.5%
DEBT SERVICE FUNDS						
GENERAL OBLIGATION BONDS FUND						
Non-departmental	6,016,470	7,436,600	7,436,600	8,527,911	1,091,311	14.7%
SPECIAL ASSESSMENT BONDS FUND						
Non-departmental	2,397,448	600,850	596,000	211,350	(389,500)	(64.8%)
Total Debt Service Funds	8,413,918	8,037,450	8,032,600	8,739,261	701,811	8.7%
CAPITAL PROJECT FUNDS						
G.O. BONDS FUNDED PROJECTS FUND						
Non-departmental	3,160,360	31,940,644	852,489	25,137,704	(6,802,940)	(21.3%)
NON G.O. BOND FUNDED PROJECTS FUND						
Non-departmental	6,385,110	7,757,972	766,432	18,071,600	10,313,628	132.9%
Total Capital Projects Funds	9,545,470	39,698,616	1,618,921	43,209,304	3,510,688	8.8%
ENTERPRISE FUNDS						
WATER, WASTEWATER & RECLAIMED WATER FUND						
General Administration	644,370	614,863	614,863	665,856	50,993	8.3%
Management Services	967,305	1,063,323	1,063,323	1,221,812	158,489	14.9%
Public Works	36,925	43,679	43,679	39,451	(4,228)	(9.7%)
Economic Vitality	49,629	43,177	43,177	56,584	13,407	31.1%
Utilities	21,967,819	33,899,047	25,552,905	35,256,194	1,357,147	4.0%
Non-departmental	370,377	354,602	354,602	348,840	(5,762)	(1.6%)
Contingency	218,352	1,800,000	-	1,800,000	-	0.0%
	24,254,777	37,818,691	27,672,549	39,388,737	1,570,046	4.2%
AIRPORT FUND						
General Administration	55,329	55,959	55,959	84,236	28,277	50.5%
Management Services	81,024	86,555	86,555	87,528	973	1.1%
Public Works	52,146	90,405	90,405	103,613	13,208	14.6%
Economic Vitality	3,386,467	4,940,360	1,992,519	8,544,809	3,604,449	73.0%
Non-departmental	44,964	61,555	61,555	51,856	(9,699)	(15.8%)
Contingency	-	100,000	-	100,000	-	0.0%
	3,619,930	5,334,834	2,286,993	8,972,042	3,637,208	68.2%

CITY OF FLAGSTAFF
SUMMARY BY DIVISION OF EXPENDITURES/EXPENSES WITHIN EACH FUND
COMPARISON OF FISCAL YEAR 2016 AND 2017
(WITH ACTUAL FOR FISCAL YEAR 2015)

FUND/DIVISION	ACTUAL EXPENDITURES/ EXPENSES 2014-2015	ADOPTED BUDGETED EXPENDITURE/ EXPENSE 2015-2016	ESTIMATED ACTUAL EXPENDITURES/ EXPENSES 2015-2016	PROPOSED BUDGETED EXPENDITURE/ EXPENSE 2016-2017	CHANGE (BDGT-BDGT)	% CHANGE
SOLID WASTE						
General Administration	\$ 358,624	322,088	322,088	381,308	59,220	18.4%
Management Services	349,621	334,415	334,415	332,201	(2,214)	(0.7%)
Public Works	9,737,459	13,015,777	11,025,777	14,500,037	1,484,260	11.4%
Economic Vitality	35,471	29,313	29,313	40,125	10,812	36.9%
Non-departmental	272,975	195,906	195,906	232,398	36,492	18.6%
Contingency	-	612,000	-	500,000	(112,000)	(18.3%)
	10,754,150	14,509,499	11,907,499	15,986,069	1,476,570	10.2%
SUSTAINABILITY AND ENVIRONMENTAL MGMT						
General Administration	41,635	65,389	65,389	87,814	22,425	34.3%
Management Services	19,186	37,380	37,380	33,672	(3,708)	(9.9%)
Public Works	875,486	992,374	988,974	1,112,287	119,913	12.1%
Economic Vitality	1,735	2,876	2,876	4,027	1,151	40.0%
Non-departmental	10,905	15,234	15,234	24,623	9,389	61.6%
Contingency	-	30,000	-	30,000	-	0.0%
	948,947	1,143,253	1,109,853	1,292,423	149,170	13.0%
STORMWATER UTILITY FUND						
General Administration	38,614	39,650	39,650	49,480	9,830	24.8%
Management Services	42,471	44,800	44,800	40,780	(4,020)	(9.0%)
Public Works	11,663	4,613	4,613	4,517	(96)	(2.1%)
Economic Vitality	2,183	3,101	3,101	2,381	(720)	(23.2%)
Utilities	849,827	5,224,050	2,270,891	4,275,626	(948,424)	(18.2%)
Non-departmental	18,312	15,609	15,609	17,090	1,481	9.5%
Contingency	9,424	10,000	-	10,000	-	0.0%
	972,494	5,341,823	2,378,664	4,399,874	(941,949)	(17.6%)
FLAGSTAFF HOUSING AUTHORITY						
Community Development	5,691,201	6,210,462	6,210,462	6,636,386	425,924	6.9%
Contingency	-	1,001,250	-	1,001,250	-	0.0%
	5,691,201	7,211,712	6,210,462	7,637,636	425,924	
Total Enterprise Funds	46,241,499	71,359,812	51,566,020	77,676,781	6,316,969	8.9%
TOTAL ALL FUNDS	<u>\$ 146,370,994</u>	<u>241,717,597</u>	<u>155,301,338</u>	<u>264,994,158</u>	<u>23,276,561</u>	9.6%

CITY OF FLAGSTAFF
BUDGET SUMMARY BY DIVISION OF EXPENDITURES
COMPARISON OF FISCAL YEAR 2016 AND 2017
(WITH ACTUAL FOR FISCAL YEAR 2015)

DIVISION/FUND	ACTUAL EXPENDITURES/ EXPENSES 2014-2015	ADOPTED BUDGETED EXPENDITURE/ EXPENSE 2015-2016	ESTIMATED ACTUAL EXPENDITURES * EXPENSES * 2015-2016	PROPOSED BUDGETED EXPENDITURE/ EXPENSE 2016-2017	CHANGE (BDGT-BDGT)	% CHANGE
GENERAL ADMINISTRATION						
General Fund	\$ 8,494,339	9,914,497	9,037,331	10,973,306	1,058,809	10.7%
Library Fund	176,085	191,757	191,757	181,405	(10,352)	(5.4%)
HURF Fund	151,660	155,859	155,859	197,820	41,961	26.9%
Transportation Fund	39,239	40,595	40,595	58,900	18,305	45.1%
Water, Wastewater & Reclaimed Wtr Fund	644,370	614,863	614,863	665,856	50,993	8.3%
Airport	55,329	55,959	55,959	84,236	28,277	50.5%
Solid Waste Fund	358,624	322,088	322,088	381,308	59,220	18.4%
Sustainability & Environment Mgmt Fund	41,635	65,389	65,389	87,814	22,425	34.3%
Stormwater Utility Fund	38,614	39,650	39,650	49,480	9,830	24.8%
TOTAL	9,999,895	11,400,657	10,523,491	12,680,125	1,279,468	11.2%
COMMUNITY DEVELOPMENT						
General Fund	4,017,632	4,294,597	4,292,097	4,637,447	342,850	8.0%
HURF Fund	2,390,484	9,565,074	3,961,370	8,418,573	(1,146,501)	(12.0%)
Transportation Fund	10,001	1,525,600	916,291	8,963,109	7,437,509	487.5%
FUTS Fund	307,163	3,758,780	738,749	3,797,713	38,933	1.0%
Housing and Community Services Fund	786,668	3,332,845	1,350,561	2,868,583	(464,262)	(13.9%)
Metro Planning Organization Fund	508,266	995,618	831,912	594,918	(400,700)	(40.2%)
Flagstaff Housing Authority	5,691,201	6,210,462	6,210,462	6,636,386	425,924	6.9%
TOTAL	13,711,415	29,682,976	18,301,442	35,916,729	6,233,753	21.0%
MANAGEMENT SERVICES						
General Fund	3,324,859	3,633,521	3,468,371	3,822,504	188,983	5.2%
Library Fund	4,921,029	6,879,938	5,062,457	93,895	(6,786,043)	(98.6%)
HURF Fund	91,171	96,769	96,769	86,123	(10,646)	(11.0%)
Transportation Fund	265,318	302,624	302,624	339,102	36,478	12.1%
Water, Wastewater & Reclaimed Wtr Fund	967,305	1,063,323	1,063,323	1,221,812	158,489	14.9%
Airport Fund	81,024	86,555	86,555	87,528	973	1.1%
Solid Waste Fund	349,621	334,415	334,415	332,201	(2,214)	(0.7%)
Sustainability & Environment Mgmt Fund	19,186	37,380	37,380	33,672	(3,708)	(9.9%)
Stormwater Utility Fund	42,471	44,800	44,800	40,780	(4,020)	(9.0%)
TOTAL	10,061,984	12,479,325	10,496,694	6,057,617	(6,421,708)	(51.5%)
FIRE						
General Fund	10,783,904	12,083,375	12,233,375	12,607,477	524,102	4.3%
TOTAL	10,783,904	12,083,375	12,233,375	12,607,477	524,102	4.3%
POLICE						
General Fund	17,484,381	20,237,676	19,838,806	20,277,258	39,582	0.2%
TOTAL	17,484,381	20,237,676	19,838,806	20,277,258	39,582	0.2%
PUBLIC WORKS						
General Fund	7,856,123	12,049,297	9,432,339	11,289,893	(759,404)	(6.3%)
Library Fund	68,965	94,591	94,591	65,383	(29,208)	(30.9%)
HURF Fund	7,852,173	9,097,549	6,307,017	11,973,028	2,875,479	31.6%
Transportation Fund	3,585,418.00	6,110,000	5,550,000	3,000,000	(3,110,000)	(50.9%)
Recreation-BBB Fund	363,875.00	2,469,216	1,865,405	1,293,427	(1,175,789)	(47.6%)
Water, Wastewater & Reclaimed Wtr Fund	36,925	43,679	43,679	39,451	(4,228)	(9.7%)
Airport Fund	52,146	90,405	90,405	103,613	13,208	14.6%
Solid Waste Fund	9,737,459	13,015,777	11,025,777	14,500,037	1,484,260	11.4%
Sustainability & Environment Mgmt Fund	875,486	992,374	988,974	1,112,287	119,913	12.1%
Stormwater Utility Fund	11,663	4,613	4,613	4,517	(96)	(2.1%)
TOTAL	30,440,233	43,967,501	35,402,800	43,381,636	(585,865)	(1.3%)

CITY OF FLAGSTAFF
BUDGET SUMMARY BY DIVISION OF EXPENDITURES
COMPARISON OF FISCAL YEAR 2016 AND 2017
(WITH ACTUAL FOR FISCAL YEAR 2015)

DIVISION/FUND	ACTUAL EXPENDITURES/ EXPENSES 2014-2015	ADOPTED BUDGETED EXPENSE 2015-2016	ESTIMATED ACTUAL EXPENSES * 2015-2016	PROPOSED BUDGETED EXPENSE 2016-2017	CHANGE (BDGT-BDGT)	% CHANGE
ECONOMIC VITALITY						
General Fund	\$ 366,048	174,071	174,071	175,166	1,095	0.6%
Library Fund	14,909	17,485	17,485	6,704,752	6,687,267	38,245.7%
HURF Fund	14,496	13,729	13,729	17,838	4,109	29.9%
Transportation Fund	2,952	1,643	1,643	3,188	1,545	94.0%
Beautification Fund	566,732	3,950,191	647,141	4,642,458	692,267	17.5%
Economic Development Fund	875,239	1,314,079	1,313,435	1,220,926	(93,153)	(7.1%)
EDA Revolving Loan Fund	-	270,673	-	281,828	11,155	4.1%
Tourism Fund	1,894,043	2,042,287	2,010,087	2,168,077	125,790	6.2%
Arts and Science Fund	521,689	815,044	457,544	757,640	(57,404)	(7.0%)
Parking District Fund	-	-	-	1,454,690	1,454,690	0.0%
Water, Wastewater & Reclaimed Wtr Fund	49,629	43,177	43,177	56,584	13,407	31.1%
Airport Fund	3,386,467	4,940,360	1,992,519	8,544,809	3,604,449	73.0%
Solid Waste Fund	35,471	29,313	29,313	40,125	10,812	36.9%
Sustainability & Environment Mgmt Fund	1,735	2,876	2,876	4,027	1,151	40.0%
Stormwater Utility Fund	2,183	3,101	3,101	2,381	(720)	(23.2%)
TOTAL	7,731,593	13,618,029	6,706,121	26,074,489	12,456,460	91.5%
UTILITIES						
Water, Wastewater, and Reclaimed Wtr Fund	21,967,819	33,899,047	25,552,905	35,256,194	1,357,147	4.0%
Stormwater Utility Fund	849,827	5,224,050	2,270,891	4,275,626	(948,424)	(18.2%)
TOTAL	22,817,646	39,123,097	27,823,796	39,531,820	408,723	1.0%
NON-DEPARTMENTAL						
General Fund	(1,867,588)	(2,053,888)	(3,578,533)	(869,318)	1,184,570	(57.7%)
Library Fund	77,765	73,142	73,142	84,869	11,727	16.0%
HURF Fund	116,557	126,761	126,761	121,777	(4,984)	(3.9%)
Transportation Fund	5,968,488	7,444,147	6,796,439	11,500,601	4,056,454	54.5%
Housing and Community Services Fund	41,018	89,405	89,405	58,650	(30,755)	(34.4%)
Metro Planning Organization Fund	34,260	53,172	53,172	43,698	(9,474)	(17.8%)
General Obligation Bonds Fund	6,016,470	7,436,600	7,436,600	8,527,911	1,091,311	14.7%
Special Assessment Bonds Fund	2,397,448	600,850	596,000	211,350	(389,500)	(64.8%)
G.O. Bonds Funded Projects Fund	3,160,360	31,940,644	852,489	25,137,704	(6,802,940)	(21.3%)
Non G.O. Bond Funded Projects Fund	6,385,110	7,757,972	766,432	18,071,600	10,313,628	132.9%
Water, Wastewater & Reclaimed Wtr Fund	370,377	354,602	354,602	348,840	(5,762)	(1.6%)
Airport Fund	44,964	61,555	61,555	51,856	(9,699)	(15.8%)
Solid Waste Fund	272,975	195,906	195,906	232,398	36,492	18.6%
Sustainability & Environment Mgmt Fund	10,905	15,234	15,234	24,623	9,389	61.6%
Stormwater Utility Fund	18,312	15,609	15,609	17,090	1,481	9.5%
TOTAL	23,047,421	54,111,711	13,854,813	63,563,649	9,451,938	17.5%
RESERVES/CONTINGENCIES						
General Fund	57,382	625,000	100,000	600,000	(25,000)	(4.0%)
Library Fund	-	100,000	-	100,000	-	0.0%
HURF Fund	-	100,000	-	100,000	-	0.0%
Beautification Fund	-	10,000	-	10,000	-	0.0%
Economic Development Fund	1,771	45,000	-	45,000	-	0.0%
Tourism Fund	5,593	70,000	20,000	50,000	(20,000)	(28.6%)
Parking District	-	-	-	47,108	47,108	0.0%
Arts and Science Fund	-	10,000	-	10,000	-	0.0%
Metro Planning Organization Fund	-	500,000	-	500,000	-	0.0%
Water, Wastewater & Reclaimed Wtr Fund	218,352	1,800,000	-	1,800,000	-	0.0%
Airport Fund	-	100,000	-	100,000	-	0.0%
Solid Waste Fund	-	612,000	-	500,000	(112,000)	(18.3%)
Stormwater Utility Fund	9,424	10,000	-	10,000	-	0.0%
Sustainability & Environmental Mgmt Fund	-	30,000	-	30,000	-	0.0%
Flagstaff Housing Authority Fund	-	1,001,250	-	1,001,250	-	0.0%
TOTAL	292,522	5,013,250	120,000	4,903,358	(109,892)	(2.2%)
ALL FUNDS TOTAL	\$ 146,370,994	241,717,597	155,301,338	264,994,158	23,276,561	9.6%

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF FLAGSTAFF
FULL-TIME EMPLOYEE AND PERSONNEL COMPENSATION
FISCAL YEAR 2017

FUND	FULL-TIME EQUIVALENTS (FTE) 2017	EMPLOYEE SALARIES AND HOURLY COSTS 2017	RETIREMENT COSTS 2017	HEALTHCARE COSTS 2017	OTHER BENEFIT COSTS 2017	TOTAL ESTIMATED PERSONNEL COMPENSATION 2017
GENERAL FUND	554.09	\$ 33,314,693	\$ 9,262,621	\$ 3,736,661	\$ 2,661,480 =	\$ 48,975,455
SPECIAL REVENUE FUNDS						
Library	53.40	2,326,781	239,833	374,432	175,643 =	3,116,689
HURF	32.02	1,559,333	153,494	193,277	209,036	2,115,140
Beautification	1.70	128,631	14,796	11,600	9,920	164,947
Economic Development	2.75	171,953	19,785	15,563	13,691	220,992
Tourism	14.50	745,500	79,819	88,601	56,316	970,236
Arts and Science	0.40	30,042	3,466	2,308	2,320	38,136
Housing and Comm Services	1.00	54,299	6,228	407	3,933	64,867
Metro Planning Organization	2.88	211,489	23,522	18,872	16,931	270,814
Parking District	4.00	164,431	17,859	18,870	12,840	214,000
Total Special Revenue Funds	<u>112.65</u>	<u>5,392,459</u>	<u>558,802</u>	<u>723,930</u>	<u>500,630 =</u>	<u>7,175,821</u>
ENTERPRISE FUNDS						
Water, Wastewater & Reclaimed Wtr	66.75	3,979,378	448,810	497,295	350,360 =	5,275,843
Airport	9.75	507,939	239,322	59,773	32,324	839,358
Stormwater	5.75	398,660	44,229	42,841	32,663	518,393
Solid Waste	49.00	2,415,464	262,139	370,277	241,647	3,289,527
Sustainability & Environmental Mgmt	8.00	395,538	58,244	69,856	42,797	566,435
Flagstaff Housing Authority	21.60	1,266,063	142,810	170,473	114,229	1,693,575
Total Enterprise Funds	<u>160.85</u>	<u>8,963,042</u>	<u>1,195,554</u>	<u>1,210,515</u>	<u>814,020 =</u>	<u>12,183,131</u>
CAPITAL PROJECTS FUNDS						
G.O. Bond Funded Projects	1.50	180,143	70,150	14,823	4,770 =	269,886
Total Special Revenue Funds	<u>1.50</u>	<u>180,143</u>	<u>70,150</u>	<u>14,823</u>	<u>4,770 =</u>	<u>269,886</u>
 TOTAL ALL FUNDS	 <u>829.09</u>	 <u>\$ 47,850,337</u>	 <u>\$ 11,087,127</u>	 <u>\$ 5,685,929</u>	 <u>\$ 3,980,900 =</u>	 <u>\$ 68,604,293</u>

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brandi Suda, Finance Director
Date: 05/15/2016
Meeting Date: 06/21/2016



TITLE:

Consideration and Adoption of Ordinance No. 2016-27: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2017. ***(Property Tax Levy for FY 16-17)***

RECOMMENDED ACTION:

Meeting of June 21, 2016

- 1) Read Ordinance No. 2016-27 by title only for the first time
- 2) City Clerk reads Ordinance No. 2016-27 by title only (if approved above)

Meeting of July 5, 2016

- 3) Read Ordinance No. 2016-27 by title only for the final time
- 4) City Clerk reads Ordinance No. 2016-27 by title only (if approved above)
- 5) Adopt Ordinance No. 2016-27

Executive Summary:

Arizona Revised Statutes Section 42-17104 requires that an Ordinance to adopt property tax levies be passed after the adoption of the final budget. The final budget is anticipated to be adopted on June 21, 2016.

Financial Impact:

The City of Flagstaff is proposing a flat primary property tax levy of \$5,627,083 on existing properties for FY2016-2017, plus levy of \$80,095 on new construction for a total levy of \$5,707,178. The primary property tax rate to support this levy is \$0.8121 per \$100 of assessed valuation (less than last FY).

The City of Flagstaff is proposing a flat tax rate for secondary property taxes for FY2016-2017 for a total levy of \$5,728,357 on existing properties and new construction. The proposed secondary property tax rate is \$0.8366 per \$100 of assessed valuation (same as last FY).

Connection to Council Goal and/or Regional Plan:

- 1) Invest in our employees and implement retention and attraction strategies
- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 4) Develop and implement guiding principles that address public safety service levels through appropriate staff levels
- 5) Explore and adopt policies to lower the costs associated with housing to the end user
- 6) Provide a well-managed transportation system
- 7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 9) Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues
- 10) Support and assist the most vulnerable

Has There Been Previous Council Decision on This:

- December Budget Retreat on December 9, 2015
- February Budget Retreat on February 11 & 16, 2016
- Council Budget Retreat on April 26 & 27, 2016
- Tentative Budget Adoption on June 7, 2016
- Final Budget Adoption on June 21, 2016

Options and Alternatives:

- Adopt the primary and secondary property tax rates at the proposed amounts,
- Adopt the primary property levy up to the maximum statutory levy; adopt the secondary property tax rate at something greater than proposed above. Increasing above the proposed amount will trigger Truth in Taxation requirements.
- Adopt the primary and secondary property tax rates at something less than that shown above.

Background/History:

Both the State Constitution and State law specify a property tax levy limitation system. This system consists of two levies, a limited levy known as the primary property tax levy and an unlimited levy referred to as the secondary property tax levy. The primary levy may be imposed for all purposes, while the secondary levy in cities and towns may only be used to retire the principal and interest or redemption charges on general obligation bonded indebtedness.

The adoption of the property tax levy is the final step in the entire budget approval process.

Key Considerations:

The key dates for budget and property tax levy adoption have been determined and have been followed throughout this process. The County adopts the property tax levy as proposed by the City on or about August 1, 2016.

Expanded Financial Considerations:

The City has budgeted a total of \$5,607,178 in FY2016-2017 primary property tax, an approximate 1.4% increase over the FY2015-2016 budget. This increase is due to new construction. Primary property tax revenues may be used for any general purpose use of the City government. The budgeted amount is less than the levy as the City is allowing for approximately 2% in bad debt.

Statutorily, the maximum allowable primary property levy for FY2016-2017 is \$6,301,017. The City may capture this additional levy in future budget years if Council so directs.

The City has budgeted a total of \$5,728,357 in FY2016-2017 secondary property tax, an approximate 2.1% increase over the FY2015-2016 budget. The increase is directly related to the increased assessed valuation (increase in property values) and new construction. Secondary property tax funds general obligation debt and debt is issued to manage within the levy.

Five years historical data is shown below:

Property Tax Rates	FY 2012-2013	FY 2013-2014	FY 2014-2015	FY 2015-2016	FY 2016-2017 Proposed
Primary	\$ 0.7131	0.8429	0.8418	0.8234	0.8121
Secondary	0.8366	0.8366	0.8366	0.8366	0.8366
Total	\$ 1.5497	1.6795	1.6784	1.6600	1.6487

Primary property taxes account for 10% of the General Fund revenues budgeted for FY2016-2017.

Community Benefits and Considerations:

Primary property taxes support a number of City services including public safety, parks and recreation, other public works services, and general administrative and management functions within the city.

Secondary property taxes support the debt service payment on numerous city capital projects including: Aquaplex, Fire Stations, Open Space, numerous street/utility projects, Forest Restoration and the future Core Services Facility as well as many others.

Community Involvement:

Inform & Involve: Budget legal schedules were published in the June 9, 2016 and June 16, 2016 Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website. A public hearing on June 21, 2016 for both the final budget adoption and the property tax levy is open for public comment and allows citizens to provide input.

Attachments: Ordinance 2016-27

ORDINANCE NO. 2016-27

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2017

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2016-2017 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.8121 for the fiscal year ending on the 30th day of June, 2017. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8366 for the fiscal year ending June 30, 2017.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

SECTION 6. Effective Date. The tax levies imposed by this Ordinance shall take effect August 4, 2016.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of July, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 06/08/2016
Meeting Date: 06/21/2016



TITLE

Placeholder: Potential Action to be Taken by Council Regarding the Mogollon Property After Discussion Takes Place at the June 14, 2016, Work Session.

RECOMMENDED ACTION:

Should Council decide to take action with regard to disposition of the Mogollon property, the Final Agenda Staff Summary will include a Recommended Action.

EXECUTIVE SUMMARY:

The City Council will be discussing the Mogollon property, currently being used by the City's Public Works Yard, at their June 14, 2016, Work Session. This item is considered a placeholder at this time in case Council directs staff to move forward with specific action.

INFORMATION:

Attachments:

No file(s) attached.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 06/08/2016
Meeting Date: 06/21/2016



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Vice Mayor Barotz to place on a future agenda a discussion on various options that may be available to assist property owners with claims filed with the City that have been denied.

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Vice Mayor Barotz has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there is a majority of Council interested in placing it on a future agenda.

INFORMATION:

None

Attachments:

No file(s) attached.